

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penney IP LLC		09/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pathlight Capital LP, as administrative agent		
Street Address:	100 Federal Street, 20th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	98025400	JCPENNEY. MAKE IT COUNT.	
Serial Number:	98040566	EVERRESTORE	
Serial Number:	98040588	EVERPERFORM	
Serial Number:	98040604	EVERCONTOUR	
Serial Number:	98083241	PAW & TAIL	
Serial Number:	98056242	B	
Serial Number:	98056463	B BROADHAVEN	
Serial Number:	98066648	PAW & TAIL	
Serial Number:	98120479	EVERULTRA	
Registration Number:	7127410	DISTANT LANDS	
Registration Number:	7116688	COOL & CALM	
Registration Number:	7038376	O	
Registration Number:	7108274	HOPE & WONDER	
Registration Number:	7062479		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$365.00 98025400

Phone: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Rodney Boulware
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2145847

NAME OF SUBMITTER: Janet S. Wamsley

SIGNATURE: /Janet S. Wamsley/

DATE SIGNED: 10/05/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of September 27, 2023, is made by PENNEY IP LLC, a Delaware limited liability company (the "Grantor") in favor of Pathlight Capital LP, as administrative agent and collateral agent (in such capacities, including any successor thereto in such capacities, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) that certain Credit Agreement, dated as of December 7, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by, among others, Holdings, the Lead Borrower, the OpCo Borrower and each other Restricted Subsidiary of Holdings party thereto as a Borrower (together with the Lead Borrower and the OpCo Borrower, each individually, a "Borrower", and collectively, and jointly and severally, the "Borrowers"), each other Restricted Subsidiary of Holdings party thereto as a Subsidiary Guarantor, each Lender from time to time party thereto, the Administrative Agent for the Secured Parties and the other agents and parties thereto; and (ii) that certain Guarantee and Collateral Agreement, dated as of December 7, 2020, by and among the Loan Parties, each other Restricted Subsidiary of Holdings party thereto as a "Grantor," and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). The Lenders and the other Secured Parties have agreed to make Loans and other extensions of credit available to the Borrowers, subject to the terms and conditions set forth in the Credit Agreement.

Whereas, subject to Section 2.20(e) of the Credit Agreement with respect to Eligible Intellectual Property of any Special Purpose Intellectual Property Subsidiary, the Borrowers' ability to include Eligible Intellectual Property in the Borrowing Base is conditioned on the Administrative Agent obtaining a perfected first-priority Lien on such Intellectual Property.

Whereas, under the terms of the Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Terms. Terms defined in the Credit Agreement and Collateral Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Collateral Agreement.

Section 2. Grant of Security. The Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the registered

Trademarks and Trademark registration applications set forth on Schedule A attached hereto (other than Excluded Assets).

Section 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.

Section 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

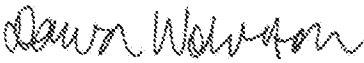
Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

Section 6. Collateral Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

PENNEY IP LLC, a Delaware limited liability company, as Grantor

By: 

Name: Dawn Wolverton

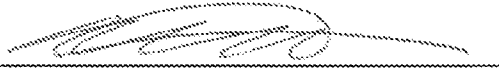
Title: Secretary

Address:

c/o Penney Borrower LLC
6501 Legacy Drive, Suite B100
Plano, TX 75024

PATHLIGHT CAPITAL LP,
as Administrative Agent

By: Pathlight GP LLC
Its: General Partner

By: 

Name: Matthew N. Williams
Title: Managing Director

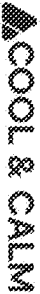


Address:

Pathlight Capital LP
18 Shipyard Drive
Hingham, MA 02043

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Grantor	Mark	Application / Registration No.	Application / Registration Date
Penney IP LLC	JCPENNEY, MAKE IT COUNT.	98025400	June 2, 2023
Penney IP LLC	EVERRESTORE	98040566	June 13, 2023
Penney IP LLC	EVERPERFORM	98040588	June 13, 2023
Penney IP LLC	EVERCONTOUR	98040604	June 13, 2023
Penney IP LLC	PAW & TAIL	98083241	July 13, 2023
Penney IP LLC		98056242	June 23, 2023
Penney IP LLC	 BROADHAVEN	98056463	June 23, 2023
Penney IP LLC	PAW & TAIL	98066648	June 30, 2023
Penney IP LLC	EVERULTRA	98120479	August 7, 2023
Penney IP LLC	DISTANT LANDS	7127410	August 1, 2023

Grantor	Mark	Application / Registration No.	Application / Registration Date
Penney IP LLC		7116688	July 18, 2023
Penney IP LLC		7038376	April 25, 2023
Penney IP LLC	HOPE & WONDER	7108274	July 11, 2023
Penney IP LLC		7062479	May 23, 2023

TRADEMARK

REEL: 008217 FRAME: 0899

RECORDED: 10/05/2023