

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAURICES INCORPORATED		12/07/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WINGSPIRE CAPITAL LLC		
Street Address:	Parkway at Avalon; 11720 Amber Park Dr., Suite 500		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6881598	M M	
Registration Number:	6886002	BUFFALO BAR	
Registration Number:	6914594	M M	
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>			
Phone:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	563777		
NAME OF SUBMITTER:	Elissa Hart		
SIGNATURE:	/Elissa Hart/		
DATE SIGNED:	12/07/2023		
Total Attachments: 5			
source=Wingspire_Maurices - Trademark Security Agreement (Third Amendment)#page1.tif			
source=Wingspire_Maurices - Trademark Security Agreement (Third Amendment)#page2.tif			
source=Wingspire_Maurices - Trademark Security Agreement (Third Amendment)#page3.tif			

CH \$90.00 6881598

source=Wingspire_Maurices - Trademark Security Agreement (Third Amendment)#page4.tif

source=Wingspire_Maurices - Trademark Security Agreement (Third Amendment)#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2023 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this “Agreement”), among MAURICES INCORPORATED, a Delaware corporation (the “Grantor”), and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of August 27, 2021, by and among VIKING BRAND HOLDINGS, L.P., a Cayman Islands exempted limited partnership (“Holdings”), the Grantor, the other Subsidiaries of the Grantor from time to time party thereto as “Borrowers” (the Grantor, together with such subsidiaries each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the Subsidiaries of the Grantor from time to time party thereto as Guarantors (Holdings, together with such subsidiaries, each, a “Guarantor” and collectively, the “Guarantors”), the financial institutions from time to time party thereto as lenders (each, a “Lender” and, collectively, the “Lenders”), and the Administrative Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), and (b) the Pledge and Security Agreement, dated as of August 27, 2021, by and among the “Grantors” party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and the Grantor has secured its obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all Grantor’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “Trademarks”),
- (b) all reissues, continuations, extensions and renewals thereof and amendments thereto,
- (c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

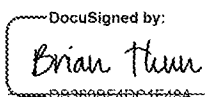
4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

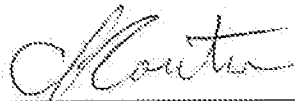
[Continued on the following page.]

IN WITNESS WHEREOF, the undersigned Borrowers have executed this Amended and Restated Revolving Loan Note as of the date and year first written above.

MAURICES INCORPORATED

By:  _____
Name: Brian Thun
Title: Senior Vice President, Chief Operating Officer, Treasurer

WINGSPIRE CAPITAL LLC, as Administrative
Agent

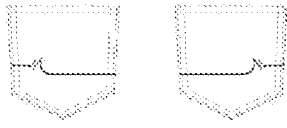




By: 
Name: Christopher Coutu
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008282 FRAME: 0110

Schedule I

Trademarks

Grantor	Country/ Jurisdiction	Mark	Reg. No.	Reg. Date	Serial No.	Application/ Filing Date
Maurices Incorporated	United States	M M and Design [^] 	6881598	10/18/2022	88807864	2/24/2020
Maurices Incorporated	United States	BUFFALO BAR [^]	6886002	10/25/2022	90801433	1/29/2021
Maurices Incorporated	United States	M M and Design [^] 	6914594	11/29/2022	88807849	2/24/2020
Maurices Incorporated	United States	Design (EVSIE logo) 	Pending	Pending	97122883	11/12/2021
Maurices Incorporated	United States	Design (Lotus Medallion) 	Pending	Pending	97212816	1/11/2022
Maurices Incorporated	United States	GOLDIE BLUES	Pending	Pending	97910960	4/27/2023
Maurices Incorporated	United States	GOLDIE BLUES	Pending	Pending	97915537	5/1/2023
Maurices Incorporated	United States	M and Design 	Pending	Pending	97212836	1/11/2022
Maurices Incorporated	United States	MAURICES INMOTION	Pending	Pending	97212825	1/11/2022
Maurices Incorporated	United States	STUDIO Y	Pending	Pending	97200310	1/3/2022
Maurices Incorporated	United States	STYLE WITH ALL YOUR HEART	Pending	Pending	97231235	1/21/2022
Maurices Incorporated	United States	WINGBOW	Pending	Pending	97081932	10/19/2021