

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864722

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LANDS' END DIRECT MERCHANTS, INC.		12/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BLUE TORCH FINANCE LLC, as collateral agent		
Street Address:	150 East 58th Street		
Internal Address:	39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	1263612	LANDS' END	
Registration Number:	1394814	WILLIS & GEIGER	
Registration Number:	1431633	GUARANTEED. PERIOD.	
Registration Number:	1492716	WILLIS & GEIGER	
Registration Number:	1863750	HYDE PARK	
Registration Number:	2091472	YEAR'ROUNDER	
Registration Number:	2214140	ON THE COUNTER	
Registration Number:	3615364	OUTRIGGER	
Registration Number:	2973438	BEACH LIVING	
Registration Number:	2950128	MARINAC	
Registration Number:	2917260	SQUALL	
Registration Number:	2980797	THERMACHECK	
Registration Number:	3455163	OUTRIGGER	
Registration Number:	2917483	TUGLESS TANK	
Registration Number:	3314386	CLASSMATE	
Registration Number:	4205446	IRON KNEES	
Registration Number:	2945772	NAVIGATOR	
Registration Number:	5473700	THE PINK THREAD PROJECT	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5623026	LIGHTHOUSE
Registration Number:	5355818	LIGHTHOUSE
Registration Number:	5624003	LANDS' END
Registration Number:	6203927	LET'S GET COMFY
Registration Number:	6172267	WILLIS & GEIGER
Registration Number:	6756487	PINK THREAD
Serial Number:	98217236	

CORRESPONDENCE DATA

Fax Number: 2123108007

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.

Phone: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Kate Waterman

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Kate Waterman -27500.0021
NAME OF SUBMITTER:	Kate Waterman
SIGNATURE:	/Kate Waterman/
DATE SIGNED:	12/29/2023

Total Attachments: 6

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of December 29, 2023 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of BLUE TORCH FINANCE LLC, as collateral agent acting for the benefit of the Credit Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Credit Agreement, dated as of December 29, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among LANDS’ END, INC., a Delaware corporation (the “*Borrower*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and BLUE TORCH FINANCE LLC, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”), and the Collateral Agent, the Lenders have severally agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Guaranty and Security Agreement, dated as of December 29, 2023, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”);

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Credit Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Credit Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Guaranty and Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, and all income, royalties, proceeds, damages and payments now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses entered into in connection therewith and right to sue for damages and payments for past, present or future infringements thereof (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Credit Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Guaranty and Security Agreement, it is acknowledged and agreed that any "intent-to-use" application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, or any other application for a trademark registration that would otherwise be deemed invalidated, unenforceable, cancelled or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such Lien will not affect the validity of such application for trademark registration is Excluded Property and shall not be deemed Collateral or Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Credit Parties, in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof. The Guaranty and Security Agreement (and all rights and remedies of the Collateral Agent and the Credit Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Credit Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.


SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with the terms of the Credit Agreement. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

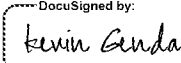
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LANDS' END DIRECT MERCHANTS, INC.,
a Delaware corporation,
as a Grantor

By: 
Name: Bernard L. McCracken
Title: Chief Financial Officer

ACCEPTED:

BLUE TORCH FINANCE LLC,
as the Collateral Agent

DocuSigned by:
By: 
33D6F77A86E142A...
Name: Kevin Genda
Title: Chief Executive Officer

SCHEDULE A

U.S. Trademarks and Applications

UNITED STATES REGISTERED TRADEMARKS:

MARK	REGN. NO.	REGN. Date	OWNER
LANDS' END	1263612	1/10/1984	Lands' End Direct Merchants, Inc.
WILLIS & GEIGER Design	1394814	05/27/1986	Lands' End Direct Merchants, Inc.
GUARANTEED. PERIOD.	1431633	3/3/1987	Lands' End Direct Merchants, Inc.
WILLIS & GEIGER Design	1492716	6/14/1988	Lands' End Direct Merchants, Inc.
HYDE PARK	1863750	11/22/1994	Lands' End Direct Merchants, Inc.
YEAR'ROUNDER	2091472	8/26/1997	Lands' End Direct Merchants, Inc.
ON THE COUNTER	2214140	12/29/1998	Lands' End Direct Merchants, Inc.
OUTRIGGER	3615364	5/5/2009	Lands' End Direct Merchants, Inc.
BEACH LIVING	2973438	7/19/2005	Lands' End Direct Merchants, Inc.
MARINAC	2950128	5/10/2005	Lands' End Direct Merchants, Inc.
SQUALL	2917260	1/11/2005	Lands' End Direct Merchants, Inc.
THERMACHECK	2980797	8/2/2005	Lands' End Direct Merchants, Inc.
OUTRIGGER	3455163	6/24/2008	Lands' End Direct Merchants, Inc.
TUGLESS TANK	2917483	1/11/2005	Lands' End Direct Merchants, Inc.
CLASSMATE	3314386	10/16/2007	Lands' End Direct Merchants, Inc.
IRON KNEES	4205446	9/11/2012	Lands' End Direct Merchants, Inc.
NAVIGATOR	2945772	5/3/2005	Lands' End Direct Merchants, Inc.
THE PINK THREAD PROJECT	5473700	8/22/18	Lands' End Direct Merchants, Inc.
LIGHTHOUSE	5623026	12/4/18	Lands' End Direct Merchants, Inc.

MARK	REGN. NO.	REGN. Date	OWNER
LIGHTHOUSE	5355818	12/12/17	Lands' End Direct Merchants, Inc.
LANDS END Design	5624003	12/04/18	Lands' End Direct Merchants, Inc.
LET'S GET COMFY	6203927	11/24/20	Lands' End Direct Merchants, Inc.
WILLIS & GEIGER	6172267	10/13/20	Lands' End Direct Merchants, Inc.
PINK THREAD	6756487	06/14/22	Lands' End Direct Merchants, Inc.

UNITED STATES TRADEMARK APPLICATIONS:

MARK	App. No.	App. Date	OWNER
LIGHTHOUSE (AND DESIGN)	98/217236	10/10/23	Lands' End Direct Merchants, Inc.