

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI13039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robert Graham Holdings, LLC		02/06/2024	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Company Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	98106801	ROBERT GRAHAM MODERN AMERICANA	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	Mrs. Jessica Bajada-Bartlett		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0138		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	Jessica Bajada-Bartlett		
DATE SIGNED:	02/08/2024		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 6, 2024 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of ARES CAPITAL CORPORATION, Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of October 9, 2020 (as amended by that certain First Amendment to Credit Agreement, dated as of March 19, 2021, that certain Second Amendment to Credit Agreement, dated as of August 22, 2022 and as may hereafter be further amended, restated, supplemented or otherwise modified from time to time) by and among CENTRIC BRANDS LLC (formerly CENTRIC BRANDS INC.) (the "Borrower"), a Delaware limited liability company, CENTRIC BRANDS MIDCO, LLC, a Delaware limited liability company, the lenders from time to time party thereto (the "Lenders"), the Collateral Agent for the Lenders, ARES CAPITAL CORPORATION, as Administrative Agent and Revolving Agent, HPS INVESTMENT PARTNERS, LLC as Documentation Agent and the other parties from time to time party thereto (the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantors entered into that certain Collateral Agreement, dated as of October 9, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between each of the Grantors and the Collateral Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Collateral Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby collaterally assigns, pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest

in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired and owned by such Grantor (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Collateral Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF

THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile (or other electronic) transmission pursuant to procedures approved by the Administrative Agent shall be as effective as delivery of a manually signed original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROBERT GRAHAM HOLDINGS, LLC,
as Grantor

By: 

Name: Anurup Pruthi
Title: Chief Financial Officer

CENTRIC SOCKS LLC,
as Grantor

By: 

Name: Anurup Pruthi
Title: Chief Financial Officer

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent


By: 
Name: Mitchell Goldstein
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008340 FRAME: 0454

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner Name	Image	Application Number	Application Date	Registration Number	Registration Date	Status
ROBERT GRAHAM HOLDINGS LLC NEW YORK LIMITED LIABILITY CO. 350 FIFTH AVENUE 6TH FLOOR NEW YORK, NEW YORK, 10118	ROBERT GRAHAM MODERN AMERICANA ROBERT GRAHAM MODERN AMERICANA	App 98106801	App 28-JUL-2023			Pending FILED AS USE APPLICATION USE APPLICATION - CURRENT
CENTRIC SOCKS LLC DELAWARE LIMITED LIABILITY CO. 350 FIFTH AVENUE, 6TH FLOOR NEW YORK, NEW YORK, FLOOR	RANSOM & BOND RANSOM & BOND	App 97127936	App 16-NOV-2021	Reg 6929537	Reg 20-DEC-2022	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT
CENTRIC SOCKS LLC DELAWARE LIMITED LIABILITY CO. 350 FIFTH AVENUE, 6TH FLOOR NEW YORK, NEW YORK, 10118	 RANSOM & BOND RANSOM & BOND	App 97127904	App 16-NOV-2021	Reg 6929536	Reg 20-DEC-2022	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT