

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bonobos, Inc.		08/23/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3559959	BONOBOS	
Registration Number:	4739250	BONOBOS	
Serial Number:	85746775	MAIDE	
Serial Number:	87130662	BONOBOS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F165059		
NAME OF SUBMITTER:	Lisa A. Cobbett		
SIGNATURE:	/Lisa A. Cobbett/		
DATE SIGNED:	08/24/2016		
Total Attachments: 5			

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

August 23, 2016

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, BONOBOBOS, INC., a Delaware corporation (the "Grantor,"), hereby grants to BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent for its own benefit and the benefit of the other Credit Parties (as defined in the Security Agreement referred to below), having an office at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110 (the "Grantee"), a continuing security interest in the following: (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, service marks, trademark registrations, service mark registrations, trademark applications, and service mark applications set forth on Schedule A attached hereto (the foregoing, collectively, the "Marks"), (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Grant") is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantors, as such term is defined in the Security Agreement by, among others, the Grantor, the other Grantors and the Grantee, dated as of August 23, 2016 (as amended, modified, supplemented or restated hereafter, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. Unless otherwise defined herein,

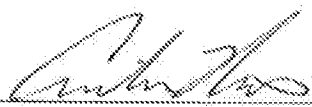
terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Grant and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

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

BONOBOS, INC., as Grantor

By: 

Name: Antonio Nieves

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 005864 FRAME: 0198

ACKNOWLEDGED AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Grantee

By: Christine Hutchinson
Name: Christine Hutchinson
Title: Director

[Signature Page to Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 005864 FRAME: 0199

SCHEDULE A

Trademarks

<u>Trademarks</u>	<u>Grantor</u>	<u>Application/Filing Date</u>	<u>Application/Registration No.</u>
BONOBOS	Bonobos, Inc.	01/13/2009	3,559,959
BONOBOS	Bonobos, Inc.	05/19/2015	4,739,250
MAIDE	Bonobos, Inc.	10/05/2012	85,746,775
BONOBOS	Bonobos, Inc.	08/08/2016	87,130,662

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