

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TORRID MERCHANDISING, INC.		06/14/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as administrative agent and collateral agent		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87277143	#THESECURVES	
Serial Number:	87820895	360 BACK SMOOTHING	
Serial Number:	87914339	FIRST AT FIT	
Serial Number:	87901018	HELP WOMEN CHANGE LIVES	
Serial Number:	88052762	RETRO CHIC BY TORRID	
Serial Number:	88052777	RETROCHIC BY TORRID	
Serial Number:	88023579	SLIM FIX TECHNOLOGY	
Serial Number:	87556497	TORRID CURVE	
Serial Number:	87556487	TORRID CURVE	
Serial Number:	87250941	TORRID CURVE COLLECTION	
Serial Number:	87288975	TORRID CURVE COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		

CH \$290.00 87277143

Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER: Katarzyna Gaysunas

SIGNATURE: /Katarzyna Gaysunas/

DATE SIGNED: 06/14/2021

Total Attachments: 4

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**SECOND SUPPLEMENT TO GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

This Second Supplement to Grant of Security Interest in United States Trademarks (this "Supplement") is made as of June 14, 2021 by **TORRID MERCHANDISING, INC.**, a California corporation (the "Grantor"), in favor of **BANK OF AMERICA, N.A.**, as administrative agent and collateral agent (in such capacity, the "Grantee") for the credit parties under the Security Agreement (defined below).

WHEREAS, reference is made to that certain (a) Security Agreement dated as of May 1, 2015 (as amended, restated, amended and restated, supplemented, or otherwise modified and in effect from time to time, the "Security Agreement") entered into by, among others, certain Grantors (as defined therein) and the Grantee and (b) that certain Grant of Security Interest in United States Trademarks dated May 1, 2015 and recorded with the United States Patent and Trademark office (the "USPTO") on May 15, 2015 at Reel 5517, Frame 0244 (the "Existing Grant") executed and delivered by certain Grantors (as defined therein) in favor of the Grantee, pursuant to which such Grantors pledged, assigned and granted a security interest in certain Trademarks (as defined therein), as supplemented by that certain First Supplement to Grant of Security Interest in United States Trademarks dated October 23, 2017 and recorded with the USPTO on October 24, 2017 at Reel 006188, Frame 0877 (the "First Supplement", and together with the Existing Grant, the "Grant");

WHEREAS, pursuant to the Security Agreement, as further evidenced by the Grant, the Grantor has granted a security interest to the Grantee in, among other things, the Trademarks; and

WHEREAS, the Grantor has developed and/or acquired additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

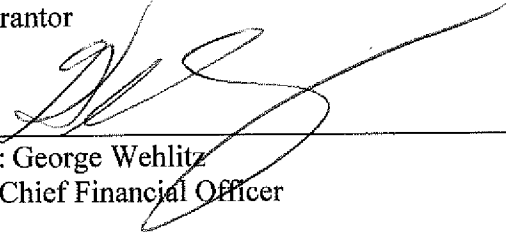
1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule A shall be deemed to include (i) the Trademarks referenced on Schedule A as such Schedule A exists immediately prior to the date hereof, and (ii) the Trademarks referenced on Schedule A-1 annexed hereto.
3. Miscellaneous:

- a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
- b. This Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.


[signature pages follow]

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

TORRID MERCHANDISING, INC.,
as a Grantor

By: 
Name: George Wehlitz
Title: Chief Financial Officer

SCHEDULE A-1

Grantor	Trademark	App./Reg. No.	Jurisdiction
Torrid Merchandising, Inc.	#THESECURVES	87277143	United States
Torrid Merchandising, Inc.	360 BACK SMOOTHING	87820895	United States
Torrid Merchandising, Inc.	FIRST AT FIT	87914339	United States
Torrid Merchandising, Inc.	HELP WOMEN CHANGE LIVES	87901018	United States
Torrid Merchandising, Inc.	RETRO CHIC BY TORRID	88052762	United States
Torrid Merchandising, Inc.	RETRO CHIC BY TORRID and Design 	88052777	United States
Torrid Merchandising, Inc.	SLIM FIX TECHNOLOGY	88023579	United States
Torrid Merchandising, Inc.	TORRID CURVE	87556497	United States
Torrid Merchandising, Inc.	TORRID CURVE	87556487	United States
Torrid Merchandising, Inc.	TORRID CURVE COLLECTION	87250941	United States
Torrid Merchandising, Inc.	TORRID CURVE COLLECTION	87288975	United States