

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FullBeauty Brands Operations, LLC		08/22/2022	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	CB Corporate Finance, LLC as First Lien Collateral Agent		
Street Address:	200 Clarendon Street		
Internal Address:	54th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 91			
Property Type	Number	Word Mark	
Registration Number:	5028657	#COMFORTISCHOICE	
Registration Number:	4992007	#OWNYOURCURVES	
Registration Number:	5454073	ACTIVE FOR ALL	
Registration Number:	3327737	AMOUREUSE	
Registration Number:	4456033	ANYWEAR BY CATHERINES	
Registration Number:	3256476	BCO	
Registration Number:	4999676	BE POWERFULL	
Registration Number:	3218794	BOULDER CREEK	
Registration Number:	6378252	BOULDER CREEK	
Registration Number:	4102542	BRYLANEHOME	
Registration Number:	4947195	BRYLANEHOME MAKING HOMES BEAUTIFUL	
Registration Number:	2681499	BRYLANEHOME	
Registration Number:	2588396	BRYLANEHOME	
Registration Number:	2380746	CATHERINES PLUS SIZES	
Registration Number:	1343457	CATHERINES	
Registration Number:	3006871	CATHERINES	
Registration Number:	3345802	CATHERINES	
Registration Number:	6430162	CATHERINES	
		TRADEMARK	

CH \$2290.00 5028657

Property Type	Number	Word Mark
Registration Number:	2859197	CHELSEA STUDIO
Registration Number:	6630392	COME HOME TO VALUE
Registration Number:	3761302	COMFORT CHOICE MADE TO BE BEAUTIFUL
Registration Number:	3337162	COMFORT CHOICE
Registration Number:	3647499	COMFORTCHOICE
Registration Number:	5143053	COMFORT IS CHOICE
Registration Number:	3276396	COMFORTVIEW
Registration Number:	3926706	DENIM 24/7
Registration Number:	2921453	DENIM 24/7
Registration Number:	2805755	DREAMS & CO.
Registration Number:	3975832	DREAMS CO.
Registration Number:	3533561	EASY ENHANCER
Registration Number:	4259001	EASY MOVEMENT
Registration Number:	5601590	EVERY BODY IS BEAUTIFUL
Registration Number:	6059616	EVERYWEAR ESSENTIALS
Registration Number:	4488667	FIT FOR YOU
Registration Number:	4411677	
Registration Number:	4830409	FULLBEAUTY BRANDS
Registration Number:	6037388	FULLBEAUTY OUTLET
Registration Number:	6430161	FULLBEAUTY OUTLET
Registration Number:	4242969	FULLBEAUTY
Registration Number:	6374532	INTIMATES FOR ALL
Registration Number:	3248441	INVISIBLE STRETCH
Registration Number:	2635986	KINGS' COURT
Registration Number:	2751981	KING SIZE DIRECT
Registration Number:	4238990	KINGSIZE THE BIG AND TALL EXPERTS
Registration Number:	0931531	KING SIZE
Registration Number:	0977344	KING SIZE
Registration Number:	2706494	KINGSIZE
Registration Number:	4102521	KINGSIZE
Registration Number:	3718563	KINGSIZEDIRECT.COM
Registration Number:	2840209	KNOCKAROUNDS
Registration Number:	5471539	KS ISLAND
Registration Number:	5927588	KS ISLAND
Registration Number:	4957408	KS\SPORT
Registration Number:	4943038	KS\SPORT
Registration Number:	3218621	LIBERTY BLUES
Registration Number:	3905410	LOVE WHAT YOU WEAR

Property Type	Number	Word Mark
Registration Number:	2666174	MORE FOR LESS IN BIG AND TALL SIZES!
Registration Number:	4952284	MOVE BEAUTIFULLY
Registration Number:	3259164	NO HASSLE
Registration Number:	4102523	ONESTOPPLUS.COM
Registration Number:	6317047	ONESTOPPLUS
Registration Number:	6725924	ONESTOPPLUS
Registration Number:	6754206	ONLY NECESSITIES
Registration Number:	3772906	PETAL BOOST
Registration Number:	3526381	RIGHT FIT
Registration Number:	2654196	ROAMAN'S
Registration Number:	3242534	ROAMAN'S
Registration Number:	4110889	ROAMAN'S
Registration Number:	4178175	ROAMAN'S
Registration Number:	6119460	SECRET SLIMMER
Registration Number:	4856967	SECRET SOLUTIONS
Registration Number:	2813914	SERENADA
Registration Number:	4947858	SHAPING, SMOOTHING, AND SUPPORT EXCLUSIV
Registration Number:	6762108	SHOES FOR ALL
Registration Number:	6761933	SHOES FOR ALL
Registration Number:	2807459	SOFT FOCUS
Registration Number:	6754273	SUPREMA
Registration Number:	4923968	
Registration Number:	5224652	STABLE HEEL TECHNOLOGY EXTENDED SIZES &W
Registration Number:	3213878	SWIM 365
Registration Number:	2793123	THE BEST DRESSED
Registration Number:	4856960	ULTRASMOOTH
Registration Number:	2698161	VIA ACCENTI
Registration Number:	6430163	WE FIT YOU BEAUTIFULLY
Registration Number:	1617731	WOMAN WITHIN
Registration Number:	3220573	WOMAN WITHIN
Registration Number:	3675933	WOMAN WITHIN
Registration Number:	4569594	YOUR SIMPLE SOLUTION FOR EVERYDAY SUPPOR
Registration Number:	2604539 YOUR STYLE, YOUR SIZE
Serial Number:	97157447	ACTIVE FOR ALL
Serial Number:	97118575	YOUR STYLE, YOUR SIZE

CORRESPONDENCE DATA

Fax Number: 2124920722

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: 2123733722
Email: rjerry@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com
Correspondent Name: Ruel Jerry
Address Line 1: 1285 Avenue of the Americas
Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 022107-00005

NAME OF SUBMITTER: Ruel Jerry

SIGNATURE: /Ruel Jerry/

DATE SIGNED: 08/23/2022

Total Attachments: 10

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FIRST LIEN
TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated August 22, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CB Corporate Finance, LLC as Collateral Agent (the “First Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, FBB HOLDINGS III, INC., a Delaware corporation (the “Borrower”), FBB HOLDINGS II, INC., a Delaware corporation (“Holdings”), CB Corporate Finance, LLC, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the First Lien Term Loan Credit Agreement dated as of August 22, 2022 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the First Lien Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “First Lien Collateral”): the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (provided that notwithstanding anything herein to the contrary, the First Lien Collateral shall not include, and in no event shall the security interest attach to intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act).

This Agreement is not to be construed as an assignment of any Trademark or Trademark application.

SECTION 2. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the First Lien Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

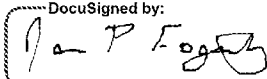
SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

FullBeauty Brands Operations, LLC,
as Initial Grantor

By:  DocuSigned by:
Name: Jim Fogarty
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

CB CORPORATE FINANCE, LLC,
as First Lien Collateral Agent

By: DocuSigned by:
Matthew Jacobson
D79441CAD84A4EF...
Name: Matthew Jacobson
Title: Managing Director

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
FullBeauty Brands Operations, LLC	#COMFORTISCHOICE®	5028657	8/23/2016
FullBeauty Brands Operations, LLC	#OWNYOURCURVE®	4992007	7/5/2016
FullBeauty Brands Operations, LLC	ACTIVE FOR ALL®	5454073	4/24/2018
FullBeauty Brands Operations, LLC	AMOUREUSE®	3327737	10/30/2007
FullBeauty Brands Operations, LLC	ANYWEAR BY CATHERINES®	4456033	12/24/2013
FullBeauty Brands Operations, LLC	BCO®	3256476	6/26/2007
FullBeauty Brands Operations, LLC	BE POWERFULL®	4999676	7/12/2016
FullBeauty Brands Operations, LLC	BOULDER CREEK®	3218794	3/13/2007
FullBeauty Brands Operations, LLC	BOULDER CREEK®	6378252	6/8/2021
FullBeauty Brands Operations, LLC	BRYLANEHOME	4102542	2/21/2012
FullBeauty Brands Operations, LLC	BRYLANEHOME MAKING HOMES BEAUTIFUL®	4947195	4/26/2016
FullBeauty Brands Operations, LLC	BRYLANEHOME®	2681499	1/28/2003
FullBeauty Brands Operations, LLC	BRYLANEHOME®	2588396	7/2/2002
FullBeauty Brands Operations, LLC	CATHERINES PLUS SIZES®	2380746	8/29/2000
FullBeauty Brands Operations, LLC	CATHERINES®	1343457	6/18/1985
FullBeauty Brands Operations, LLC	CATHERINES®	3006871	10/18/2005
FullBeauty Brands Operations, LLC	CATHERINES®	3345802	11/27/2007

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
FullBeauty Brands Operations, LLC	CATHERINES®	6430162	7/20/2021
FullBeauty Brands Operations, LLC	CHELSEA STUDIO®	2859197	7/6/2004
FullBeauty Brands Operations, LLC	COME HOME TO VALUE®	6630392	1/25/2022
FullBeauty Brands Operations, LLC	COMFORT CHOICE MADE TO BE BEAUTIFUL®	3761302	3/16/2010
FullBeauty Brands Operations, LLC	COMFORT CHOICE®	3337162	11/13/2007
FullBeauty Brands Operations, LLC	COMFORTCHOICE® (Flower Design)	3647499	6/30/2009
FullBeauty Brands Operations, LLC	COMFORT IS CHOICE®	5143053	2/14/2017
FullBeauty Brands Operations, LLC	COMFORTVIEW®	3276396	8/7/2007
FullBeauty Brands Operations, LLC	DENIM 24/7® (Heart Design)	3926706	3/1/2011
FullBeauty Brands Operations, LLC	DENIM 24/7® (Plain Word)	2921453	1/25/2005
FullBeauty Brands Operations, LLC	DREAMS & CO.®	2805755	1/13/2004
FullBeauty Brands Operations, LLC	DREAMS & CO® (Flower Design)	3975832	6/7/2011
FullBeauty Brands Operations, LLC	EASY ENHANCER®	3533561	11/18/2008
FullBeauty Brands Operations, LLC	EASY MOVEMENT®	4259001	12/11/2012
FullBeauty Brands Operations, LLC	EVERY BODY IS BEAUTIFUL®	5601590	11/06/2018
FullBeauty Brands Operations, LLC	EVERYWEAR ESSENTIALS®	6059616	5/19/2020
FullBeauty Brands Operations, LLC	FIT FOR YOU®	4488667	2/25/2014
FullBeauty Brands Operations, LLC	Flower Design (the Flourish)	4411677	10/1/2013

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
FullBeauty Brands Operations, LLC	FULLBEAUTY BRANDS®	4830409	10/13/2015
FullBeauty Brands Operations, LLC	FULLBEAUTY OUTLET®	6037388	4/21/2020
FullBeauty Brands Operations, LLC	FULLBEAUTY OUTLET®	6430161	7/20/2021
FullBeauty Brands Operations, LLC	FULLBEAUTY®	4242969	11/13/2012
FullBeauty Brands Operations, LLC	INTIMATES FOR ALL®	6374532	6/1/2021
FullBeauty Brands Operations, LLC	INVISIBLE STRETCH®	3248441	5/29/2007
FullBeauty Brands Operations, LLC	KINGS' COURT®	2635986	10/15/2002
FullBeauty Brands Operations, LLC	KING SIZE DIRECT®	2751981	8/19/2003
FullBeauty Brands Operations, LLC	KINGSIZE THE BIG AND TALL EXPERTS®	4238990	11/6/2012
FullBeauty Brands Operations, LLC	KING SIZE®	0931531	3/28/1972
FullBeauty Brands Operations, LLC	KING SIZE®	0977344	1/22/1974
FullBeauty Brands Operations, LLC	KINGSIZE®	2706494	4/15/2003
FullBeauty Brands Operations, LLC	KINGSIZE®	4102521	2/21/2012
FullBeauty Brands Operations, LLC	KINGSIZEDIRECT.COM®	3718563	12/1/2009
FullBeauty Brands Operations, LLC	KNOCKAROUNDS®	2840209	5/11/2004
FullBeauty Brands Operations, LLC	KS ISLAND® (Design)	5471539	5/15/2018
FullBeauty Brands Operations, LLC	KS ISLAND® (Design)	5927588	12/3/2019
FullBeauty Brands Operations, LLC	KS SPORT® (Design)	4957408	5/10/2016

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
FullBeauty Brands Operations, LLC	KS SPORT® (Design)	4943038	4/19/2016
FullBeauty Brands Operations, LLC	LIBERTY BLUES®	3218621	3/13/2007
FullBeauty Brands Operations, LLC	LOVE WHAT YOU WEAR®	3905410	1/11/2011
FullBeauty Brands Operations, LLC	MORE FOR LESS IN BIG AND TALL SIZES!®	2666174	12/24/2002
FullBeauty Brands Operations, LLC	MOVE BEAUTIFULLY®	4952284	5/3/2016
FullBeauty Brands Operations, LLC	NO HASSLE®	3259164	7/3/2007
FullBeauty Brands Operations, LLC	ONESTOPPLUS.COM®	4102523	2/21/2012
FullBeauty Brands Operations, LLC	ONESTOPPLUS®	6317047	4/6/2021
FullBeauty Brands Operations, LLC	ONESTOPPLUS®	6725924	5/24/2022
FullBeauty Brands Operations, LLC	ONLY NECESSITIES®	6754206	6/7/2022
FullBeauty Brands Operations, LLC	PETAL BOOST®	3772906	4/6/2010
FullBeauty Brands Operations, LLC	RIGHT FIT®	3526381	11/4/2008
FullBeauty Brands Operations, LLC	ROAMAN'S®	2654196	11/26/2002
FullBeauty Brands Operations, LLC	ROAMAN'S®	3242534	5/15/2007
FullBeauty Brands Operations, LLC	ROAMAN'S®	4110889	3/13/2012
FullBeauty Brands Operations, LLC	ROAMAN'S®	4178175	7/24/2012
FullBeauty Brands Operations, LLC	SECRET SLIMMER®	6119460	8/4/2020
FullBeauty Brands Operations, LLC	SECRET SOLUTIONS® (Plain Word)	4856967	11/17/2015

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
FullBeauty Brands Operations, LLC	SERENADA®	2813914	2/10/2004
FullBeauty Brands Operations, LLC	SHAPING, SMOOTHING, AND SUPPORT EXCLUSIVELY FOR YOUR CURVES®	4947858	4/26/2016
FullBeauty Brands Operations, LLC	SHOES FOR ALL® (Design)	6762108	6/14/2022
FullBeauty Brands Operations, LLC	SHOES FOR ALL® (Plain word)	6761933	6/14/2022
FullBeauty Brands Operations, LLC	SOFT FOCUS®	2807459	1/20/2004
FullBeauty Brands Operations, LLC	SUPREMA®	6754273	6/7/2022
FullBeauty Brands Operations, LLC	Starlight Logo	4923968	3/22/2016
FullBeauty Brands Operations, LLC	STABLE HEEL TECHNOLOGY EXTENDED SIZES & WIDTHS PADDED INSOLES SKID RESISTANT®	5224652	6/13/2017
FullBeauty Brands Operations, LLC	SWIM 365®	3213878	2/27/2007
FullBeauty Brands Operations, LLC	THE BEST DRESSED®	2793123	12/9/2003
FullBeauty Brands Operations, LLC	ULTRASMOOTH®	4856960	11/17/2015
FullBeauty Brands Operations, LLC	VIA ACCENTI®	2698161	3/18/2003
FullBeauty Brands Operations, LLC	WE FIT YOU BEAUTIFULLY®	6430163	7/20/2021
FullBeauty Brands Operations, LLC	WOMAN WITHIN®	1617731	10/16/1990
FullBeauty Brands Operations, LLC	WOMAN WITHIN®	3220573	3/20/2007
FullBeauty Brands Operations, LLC	WOMAN WITHIN® (stylized)	3675933	9/1/2009

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
FullBeauty Brands Operations, LLC	YOUR SIMPLE SOLUTION FOR EVERYDAY SUPPORT®	4569594	7/15/2014
FullBeauty Brands Operations, LLC	YOUR STYLE, YOUR SIZE®	2604539	8/6/2002

U.S. TRADEMARK APPLICATIONS

Applicant	Trademark	Application No.	Application Date
FullBeauty Brands Operations, LLC	ACTIVE FOR ALL	97157447	12/6/2021
FullBeauty Brands Operations, LLC	YOUR STYLE, YOUR SIZE	97118575	11/10/2021