

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WARDROBE LLC		12/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSEMBLED BRANDS CAPITAL FUNDING LLC		
Street Address:	15260 VENTURA BOULEVARD, SUITE 1135		
City:	SHERMAN OAKS		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5466604	WARDROBE.NYC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rboghosian@ctswlaw.com		
Correspondent Name:	COHEN TAUBER SPIEVACK & WAGNER P.C.		
Address Line 1:	420 Lexington Avenue, Suite 2400		
Address Line 4:	New York, NEW YORK 10170		
NAME OF SUBMITTER:	Robert Boghosian		
SIGNATURE:	/s/ Robert Boghosian		
DATE SIGNED:	01/23/2024		
Total Attachments: 10			
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement, is entered into as of December 29, 2023 (this "IP Security Agreement") by and between **WARDROBE LLC**, a Delaware limited liability company, with a place of business at 401 Broadway, STE 800, New York, NY 10013 ("Grantor") and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 15260 Ventura Boulevard, Suite 1135, Sherman Oaks, CA 91403 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, Grantor and Lender are parties to a Credit Agreement dated as of November 30, 2018 (the "Original Credit Agreement"), sixteen (16) amendments to the Original Credit Agreement (together with the Original Credit Agreement, the "Amended Credit Agreement") and other Loan Documents (as defined in the Amended Credit Agreement); and

WHEREAS, under the terms of (i) that certain Intellectual Property Security Agreement between Lender and Grantor dated as of December 5, 2018 (the "Original IP Security Agreement"), and (ii) the Original Credit Agreement, Grantor granted Lender a security interest in, among other property, all of Grantor's trademarks, tradenames, patents, copyrights and other intellectual property; and

WHEREAS, Grantor and Lender have agreed to amend and restate the (i) Amended Credit Agreement and in furtherance thereof, Grantor and Lender are parties to that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, amended and restated or otherwise modified from time to time, the "Amended and Restated Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Amended and Restated Credit Agreement), and (ii) Original IP Security Agreement, and in furtherance thereof, Grantor and Lender are parties to this IP Security Agreement; and

WHEREAS, the Amended and Restated Credit Agreement amends and restates the Amended Credit Agreement in its entirety and the IP Security Agreement amends and restates the Original IP Security Agreement in its entirety; and

WHEREAS, under the terms of the Amended and Restated Credit Agreement, Grantor has granted Lender a security interest in and lien on all of Grantor's assets, including all of Grantor's trademarks, tradenames, trade styles, patents, copyrights, domain names, URLs, IP Addresses and other intellectual property, and pursuant to the Amended and Restated Credit Agreement and as a condition thereof, Grantor agreed to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Authority.

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the Amended and Restated Credit Agreement and to agree, subject to the terms and conditions set forth therein, to continue to make the Loans to Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Obligations under the Amended and Restated Credit Agreement and the other Loan Documents, Grantor hereby grants to Lender a security interest in and lien on all of Grantor's right, title and interest in and to Grantor's intellectual property assets, wherever located and whether now owned or hereafter acquired, including without limitation, all trademarks, patents, copyrights, domain names, URLs and IP Addresses, including the trademarks, patents, copyrights, domain names, URLs and IP Addresses set forth in **Exhibit 1** attached hereto and incorporated herein by reference, all source codes associated with such intellectual property, all goodwill of the business of Grantor connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, (collectively, the "IP Collateral") *provided, however*, that IP Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall not be excluded from the IP Collateral. For the avoidance of doubt, Grantor acknowledges that the items listed in **Exhibit 1-1** to this IP Security Agreement are not United States intent-to-use trademark applications and Lender shall have a security interest in and lien on the items listed in **Exhibit 1-1** to this IP Security Agreement. For the avoidance of doubt, a security interest in and lien on the IP Collateral has been granted by Grantor to Lender pursuant to the Amended Credit Agreement and the Amended and Restated Credit Agreement, and Lender shall have all rights and remedies with respect to the IP Collateral as set forth in the Amended and Restated Credit Agreement.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Amended and Restated Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Amended and Restated Credit Agreement, the definitions, terms or provisions of the Amended and Restated Credit Agreement shall control, except in connection with goodwill in which case this IP Security Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Amended and Restated Credit Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. In furtherance thereof, upon the occurrence of an Event of Default, Lender shall have all rights and remedies as set forth in the Amended and Restated Credit Agreement with respect to the IP Collateral.

4. Amendment and Restatement. This IP Security Agreement amends and restates the Original IP Security Agreement in its entirety effective as of the date of this IP Security Agreement, and for the avoidance of doubt, (i) the Original IP Security Agreement and the transactions thereunder are continued as amended, modified and restated by this IP Security

Agreement, and (ii) the security lien and interest of Lender in the IP Collateral relates back to, and continues to be effective as of, the date of the Original Credit Agreement and the date of Original IP Security Agreement. In the event of any inconsistency between the terms of this IP Security Agreement and the Original IP Security Agreement, the terms of this IP Security Agreement shall govern.

5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed as of the day and year first above written.

GRANTOR:

WARDROBE LLC,
a Delaware limited liability company

By: 
Name: Joshua Goot
Title: Chief Executive Officer

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,
a Delaware limited liability company

By: *Michael Lipkin*
Name: Michael Lipkin
Title: Chief Executive Officer

EXHIBIT 1

List of Trademarks, Patents, Copyrights, Domain Names, URLs and IP Addresses

See Exhibit 1-1 through Exhibit 1-4 attached hereto.

EXHIBIT 1-1

TRADEMARKS

Mark	Owner of Mark	Registration no.	Registration Date
WARDROBE.NYC	Wardrobe LLC	5466604	May 8, 2018

EXHIBIT 1-2

PATENTS

None

Exhibit 1 - 2

EXHIBIT 1-3
COPYRIGHTS

None

EXHIBIT 1-4

DOMAIN NAMES, URLS and IP ADDRESSES

Domain Name	URL	IP Address	Login	Registrant	Registrar	User ID	Password
wardrobe.nyc	https:// www.wardrobe.nyc	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender

Title	Amended and Restated Intellectual Property Security...
File name	Amended and Resta...UTION COPY (0.pdf
Document ID	332d4f5823e6bc50c577485225facc0eea6dab08
Audit trail date format	MM / DD / YYYY
Status	✳ Signed

Document History



SENT

01 / 18 / 2024
00:10:23 UTC

Sent for signature to Michael Lipkin (michael@assembledbrands.com) and Josh Goot (josh@wardrobe.nyc) from ethan@assembledbrands.com
IP: 104.34.201.78



VIEWED

01 / 18 / 2024
21:36:57 UTC

Viewed by Michael Lipkin (michael@assembledbrands.com)
IP: 137.25.55.189



SIGNED

01 / 18 / 2024
21:37:08 UTC

Signed by Michael Lipkin (michael@assembledbrands.com)
IP: 137.25.55.189



VIEWED

01 / 23 / 2024
15:54:55 UTC

Viewed by Josh Goot (josh@wardrobe.nyc)
IP: 213.152.10.90



SIGNED

01 / 23 / 2024
15:55:06 UTC

Signed by Josh Goot (josh@wardrobe.nyc)
IP: 213.152.10.90



COMPLETED

01 / 23 / 2024
15:55:06 UTC

The document has been completed.