

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM162002

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The RealReal, Inc.		02/29/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	GLAS Trust Company LLC, as Notes Collateral Agent		
<b>Street Address:</b>	3 Second Street, Suite 206		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07311		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 44</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4659605	THE REALREAL	
<b>Registration Number:</b>	4391172	THE REALREAL	
<b>Registration Number:</b>	5825094	MAKE WELL. BUY WELL. RESELL.	
<b>Registration Number:</b>	6014774	REALREAL REWARDS	
<b>Registration Number:</b>	4391173	SHOP. CONSIGN. OBSESS.	
<b>Registration Number:</b>	4536783	OBSESSED	
<b>Registration Number:</b>	4536782	OBSESS	
<b>Registration Number:</b>	4791792	REALBOOK	
<b>Registration Number:</b>	6945516	TRR SUSTAINABILITY CALCULATOR	
<b>Registration Number:</b>	6944072	RECOLLECTION	
<b>Registration Number:</b>	6884795	CURATED BY THE REALREAL	
<b>Registration Number:</b>	6888190	TRR	
<b>Registration Number:</b>	7289709	AUTHENTICATION-AS-A-SERVICE	
<b>Registration Number:</b>	7289710	AUTHENTICATION-AS-A-SERVICE	
<b>Registration Number:</b>	7012257	MY TRR	
<b>Registration Number:</b>	7012260	REAL TALK	
<b>Registration Number:</b>	7153943	REAL TALK LIVE	
<b>Registration Number:</b>	7012345	TRR RECOLLECTION	
<b>Registration Number:</b>	7012281	RECOLLECTION	

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Property Type	Number	Word Mark
Registration Number:	7288878	TRR VISION
Registration Number:	7288880	TRR SHIELD
Serial Number:	86281134	WHERE LUXURY GETS REAL
Serial Number:	90588463	CIRCLE OF INFLUENCE
Serial Number:	90377153	SUSTAINABILITY CALCULATOR
Serial Number:	90976278	RECOLLECTION
Serial Number:	97125955	REALSTYLE
Serial Number:	90613694	AUTHENTICATION LABS
Serial Number:	90613710	TRR AUTHENTICATION LABS
Serial Number:	90613716	AUTHENTICATION CENTER
Serial Number:	90588164	BUY. SELL. DREAM.
Serial Number:	90588310	BUY WITH US. SELL WITH US. DREAM WITH US.
Serial Number:	90616571	MAKE YOUR DREAMS REAL
Serial Number:	97033836	SHOP. SELL. DREAM.
Serial Number:	97033831	SHOP WITH US. SELL WITH US. DREAM WITH US.
Serial Number:	97221039	TRR AUTHENTICATION-AS-A-SERVICE
Serial Number:	97221042	TRR AUTHENTICATION-AS-A-SERVICE
Serial Number:	97232753	FIRST LOOK
Serial Number:	97413088	CIRCULAR RESOURCE LAB
Serial Number:	97278524	POWERED BY TRR
Serial Number:	97278509	POWERED BY THE REALREAL
Serial Number:	97416767	SAFE RESALE COALITION
Serial Number:	97419570	BRAND PROTECTION ALLIANCE
Serial Number:	97977101	TRR VISION
Serial Number:	97977102	TRR SHIELD

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 8004245225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Jay daSilva

**Address Line 1:** 1025 Connecticut Avenue NW

**Address Line 2:** Suite 712

**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20036

**ATTORNEY DOCKET NUMBER:** 2278311 TM

**NAME OF SUBMITTER:** Andrew Hackett

**SIGNATURE:** Andrew Hackett

<b>DATE SIGNED:</b>	02/29/2024
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**Total Attachments: 7**

- source=2. TRR - Trademark Security Agreement [Executed]#page1.tif
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of February 29, 2024 (this “Trademark Security Agreement”), by THE REALREAL, INC., (the “Pledgor”), in favor of GLAS TRUST COMPANY LLC, in its capacity as collateral agent (in such capacity and together with any successors and assigns in such capacity, the “Notes Collateral Agent”) for the benefit of the Secured Parties pursuant to the Indenture (as defined below) and any First Lien Priority Indebtedness Documents, as pledgee, assignee and secured party.

### WITNESSETH:

WHEREAS, the Pledgor is a party to that certain Security Agreement, dated as of February 29, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Notes Security Agreement”), in favor of the Notes Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into that certain Indenture, dated as of February 29, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among the Pledgor, the Guarantors from time to time party thereto (the “Guarantors” and each, individually, a “Guarantor”) and the Notes Collateral Agent, pursuant to which the Pledgor issued \$135,000,000 aggregate principal amount of 4.25%/8.75% PIK/Cash Senior Secured Notes due 2029, the Pledgor hereby agrees with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Notes Security Agreement and used herein have the meaning given to them in the Notes Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a Lien on all of the right, title and interest of the Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, and, in each case, excluding any Excluded Assets, the “Trademark Collateral”):

- (a) all Trademarks, including those Registrations and applications of Trademarks set forth on Schedule I to this Trademark Security Agreement;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Notes Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Notes Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Notes Security 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 Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. This Trademark Security Agreement and any certificate, agreement or other document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature; or (iii) in the case of this Trademark Security Agreement and any certificate, agreement or other document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby (other than any Notes) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"). Each electronic signature (except in the case of any Notes) or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature (except in the case of any Notes), of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings.

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, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

SECTION 6. [Reserved].

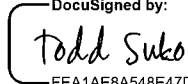
SECTION 7. Concerning the Notes Collateral Agent. GLAS TRUST COMPANY LLC, is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Notes Security Agreement and not in its individual or corporate capacity. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, protections, limitations of liability, immunities and indemnities granted to it under the Indenture and any corresponding provisions of any First Lien Priority Indebtedness Document, as if such rights, privileges, protections, limitations of liability, immunities and indemnities were set forth herein.

*[signature page follows]*

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

Very truly yours,

**THE REALREAL, INC.**


DocuSigned by:  
  
By: \_\_\_\_\_  
FEA1AE8A548E47D...

Name: Todd Suko

Title: Interim Chief Financial Officer, Chief Legal  
Officer and Secretary

Accepted and Agreed:

**GLAS TRUST COMPANY LLC,**  
as Notes Collateral Agent

By:   
Name: Katie Fischer  
Title: Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 008358 FRAME: 0053**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>No.</b>	<b>Owner</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Appl. Date</b>	<b>Registration No.</b>	<b>Reg. Date</b>	<b>Country</b>
1.	The RealReal, Inc.	THE REALREAL	86282737	05/15/2014	4659605	12/23/2014	United States
2.	The RealReal, Inc.	THE REALREAL	85784589	11/20/2012	4391172	8/27/2013	United States
3.	The RealReal, Inc.	MAKE WELL. BUY WELL. RESELL.	88169072	10/25/2018	5825094	8/6/2019	United States
4.	The RealReal, Inc.	REALREAL REWARDS	88274319	01/24/2019	6014774	3/17/2020	United States
5.	The RealReal, Inc.	WHERE LUXURY GETS REAL	86281134	05/14/2014	--	--	United States
6.	The RealReal, Inc.	SHOP. CONSIGN. OBSESS.	85784597	11/20/2012	4391173	8/27/2013	United States
7.	The RealReal, Inc.	OBSESSED	86067161	09/17/2013	4536783	5/27/2014	United States
8.	The RealReal, Inc.	OBSESS	86067153	09/17/2013	4536782	5/27/2014	United States
9.	The RealReal, Inc.	REALBOOK	86321531	06/26/2014	4791792	8/11/2015	United States
10.	The RealReal, Inc.	CIRCLE OF INFLUENCE	90588463	03/18/2021	--	--	United States
11.	The RealReal, Inc.	TRR SUSTAINABILITY CALCULATOR	90377149	12/11/2020	6945516	1/10/2023	United States
12.	The RealReal, Inc.	SUSTAINABILITY CALCULATOR	90377153	12/11/2020	--	--	United States
13.	The RealReal, Inc.	RECOLLECTION	90376195	12/11/2020	6944072	1/3/2023	United States
14.	The RealReal, Inc.	RECOLLECTION	90976278	12/11/2020	--	--	United States
15.	The RealReal, Inc.	REALSTYLE	97125955	11/15/2021	--	--	United States
16.	The RealReal, Inc.	AUTHENTICATION LABS	90613694	03/30/2021	--	--	United States
17.	The RealReal, Inc.	TRR AUTHENTICATION LABS	90613710	03/30/2021	--	--	United States



No.	Owner	Trademark	Application No.	Appl. Date	Registration No.	Reg. Date	Country
18.	The RealReal, Inc.	AUTHENTICATION CENTER	90613716	03/30/2021	--	--	United States
19.	The RealReal, Inc.	CURATED BY THE REALREAL	97098143	10/28/2021	6884795	10/25/2022	United States
20.	The RealReal, Inc.	TRR	97033829	09/17/2021	6888190	11/1/2022	United States
21.	The RealReal, Inc.	BUY. SELL. DREAM.	90588164	03/18/2021	--	--	United States
22.		BUY WITH US. SELL WITH US. DREAM WITH US.					
23.	The RealReal, Inc.	MAKE YOUR DREAMS REAL	90588310	03/18/2021	--	--	United States
24.	The RealReal, Inc.	SHOP. SELL. DREAM.	90616571	03/31/2021	--	--	United States
25.	The RealReal, Inc.	SHOP WITH US. SELL WITH US. DREAM WITH US.	97033836	09/17/2021	--	--	United States
26.	The RealReal, Inc.	AUTHENTICATION-AS-A-SERVICE	97033831	09/17/2021	--	--	United States
27.	The RealReal, Inc.	AUTHENTICATION-AS-A-SERVICE	97221034	01/14/2022	7289709	1/23/2024	United States
28.	The RealReal, Inc.	TRR AUTHENTICATION-AS-A-SERVICE	97221036	01/14/2022	7289710	1/23/2024	United States
29.	The RealReal, Inc.	TRR AUTHENTICATION-AS-A-SERVICE	97221039	01/14/2022	--	--	United States
30.	The RealReal, Inc.	FIRST LOOK	97221042	01/14/2022	--	--	United States
31.	The RealReal, Inc.	MY TRR	97232753	01/21/2022	--	--	United States
32.	The RealReal, Inc.	CIRCULAR RESOURCE LAB	97301817	03/08/2022	7012257	3/28/2023	United States
33.	The RealReal, Inc.	POWERED BY TRR	97413088	05/16/2022	--	--	United States
34.	The RealReal, Inc.	POWERED BY THE REALREAL	97278524	02/22/2022	--	--	United States
	The RealReal, Inc.		97278509	02/22/2022	--	--	United States

No.	Owner	Trademark	Application No.	Appl. Date	Registration No.	Reg. Date	Country
35.	The RealReal, Inc.	REAL TALK	97303802	03/09/2022	7012260	3/28/2023	United States
36.	The RealReal, Inc.	REAL TALK LIVE	97304136	03/09/2022	7153943	9/5/2023	United States
37.	The RealReal, Inc.	TRR RECOLLECTION	97363348	04/14/2022	7012345	3/28/2023	United States
38.	The RealReal, Inc.	RECOLLECTION	97315915	03/16/2022	7012281	3/28/2023	United States
39.	The RealReal, Inc.	SAFE RESALE COALITION	97416767	05/18/2022	--	--	United States
40.	The RealReal, Inc.	BRAND PROTECTION ALLIANCE	97419570	05/19/2022	--	--	United States
41.	The RealReal, Inc.	TRR VISION	97607708	09/26/2022	7288878	1/23/2024	United States
42.	The RealReal, Inc.	TRR VISION	97977101	09/26/2022	--	--	United States
43.	The RealReal, Inc.	TRR SHIELD	97607745	09/26/2022	7288880	1/23/2024	United States
44.	The RealReal, Inc.	TRR SHIELD	97977102	09/26/2022	--	--	United States

Trademark Licenses:

None.