

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI158946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAKS.COM LLC		04/10/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	PLC Agent LLC		
Street Address:	100 Federal Street, 20th Fl.		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7237175	SAKSWORKS	
Registration Number:	7237176	SAKSWORKS	
CORRESPONDENCE DATA			
Fax Number:	6175025002		
<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:	6172485000		
Email:	PATENTDOCKET@CHOATE.COM		
Correspondent Name:	Choate, Hall & Stewart LLP		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2010878-0029		
NAME OF SUBMITTER:	CAROLINE LAWLOR		
SIGNATURE:	CAROLINE LAWLOR		
DATE SIGNED:	04/11/2024		
Total Attachments: 5			
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SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN TRADEMARKS

April 10, 2024

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned (the “Grantor”), hereby grants to PLC AGENT LLC, 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, 20th 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 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 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; provided however that this shall not include any Marks that are included in clause (b) of the definition of “Excluded Property” (as defined in the Security Agreement referred to below); provided further that such “intent-to-use trademark” applications shall remain Excluded Property only until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of the Grantor in such marks is no longer on an “intent-to-use” basis.

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Grant”) is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement by, among others, the Grantor, the other Grantors party thereto (as defined therein), and the Grantee, dated as of April 10, 2024 (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.

SAKS.COM LLC, as Grantor



By: _____
Name: Marc Metrick
Title: Chief Executive Officer

[Saks.com - Signature Page to Supplemental Grant of Security Interest in Trademarks (TL)]

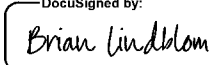
TRADEMARK
REEL: 008397 FRAME: 0268

ACKNOWLEDGED AND ACCEPTED:

PLC AGENT LLC,
as Grantee

By: Pathlight Capital LP,
Its Sole Member

By: Pathlight GP LLC,
Its General Partner

By:  _____
Name: Brian Lindblom
Title: Managing Direct

SCHEDULE A

United States Trademarks
Registrations and Applications

Mark	Owner	Application/Registration No
WELLERY	Saks.com LLC	97117464
SAKS	Saks.com LLC	90789965
SAKS	Saks.com LLC	97307443
SAKS (STYLIZED)	Saks.com LLC	97307450
SAKS FIFTH AVENUE	Saks.com LLC	97307459
SAKS FIFTH AVENUE (STYLIZED SCRIPT LETTERS, HORIZONTAL)	Saks.com LLC	97307465
SAKS CLOUD SERVICES	Saks.com LLC	97773838
SCS SAKS CLOUD SERVICES LOGO	Saks.com LLC	97799193
SAKS	Saks.com LLC	97850753
MERCER COLLECTIVE	Saks.com LLC	97916731
AS IT MAY	Saks.com LLC	98096166
IF ONLY STUDIO	Saks.com LLC	98110471
STELLAE DUX	Saks.com LLC	98096163
THE STUDIO AT SAKS FIFTH AVENUE	Saks.com LLC	98228769
SAKS FIFTH AVENUE THE STUDIO	Saks.com LLC	98228773
22ÉLEVÉ	Saks.com LLC	98242132
SAKSWORKS STYLIZED	Saks.com LLC	90723331
SAKSWORKS	Saks.com LLC	7237175
SAKSWORKS STYLIZED	Saks.com LLC	7237176

Schedule A to Grant of Security Interest in Trademarks

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RECORDED: 04/11/2024

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