

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522252

<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>
MAURICES INCORPORATED		05/06/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TMF GROUP NEW YORK, LLC		
<b>Street Address:</b>	48 Wall Street - 27th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85304013	AMIA	
<b>Serial Number:</b>	88073545	CAMBRIDGE & CLOVER BY MAURICES	
<b>Serial Number:</b>	85205636	DENIM FLEX	
<b>Serial Number:</b>	87933569	FLAWLESS BY MAURICES	
<b>Serial Number:</b>	86312039	I AM REAL	
<b>Serial Number:</b>	86035218	INSIDE VOICE	
<b>Serial Number:</b>	86278219	M	
<b>Serial Number:</b>	86278209		
<b>Serial Number:</b>	86033559	M	
<b>Serial Number:</b>	73088633	MAURICES	
<b>Serial Number:</b>	78740083	MAURICES	
<b>Serial Number:</b>	86309715	MAURICES INMOTION	
<b>Serial Number:</b>	85637378	PAVÉ	
<b>Serial Number:</b>	75664895	STUDIO Y	
<b>Serial Number:</b>	88075358	SUNGARI	
<b>Serial Number:</b>	87697479	THE M CROWD	
<b>Serial Number:</b>	85161573	WINSPIRE	
<b>CORRESPONDENCE DATA</b>			

OP \$440.00 85304013

**Fax Number:** 2122919868

***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:** 2125584229

**Email:** demarcor@sullcrom.com, nguyenb@sullcrom.com

**Correspondent Name:** Raffaele A. DeMarco

**Address Line 1:** 125 Broad Street

**Address Line 2:** Sullivan & Cromwell LLP

**Address Line 4:** Washington, D.C. 10004-2498

<b>NAME OF SUBMITTER:</b>	Raffaele A. DeMarco
---------------------------	---------------------

<b>SIGNATURE:</b>	/Raffaele A. DeMarco/
-------------------	-----------------------

<b>DATE SIGNED:</b>	05/06/2019
---------------------	------------

**Total Attachments: 9**

source=5. Second Lien Trademark Security Agreement (EXECUTED)#page1.tif  
source=5. Second Lien Trademark Security Agreement (EXECUTED)#page2.tif  
source=5. Second Lien Trademark Security Agreement (EXECUTED)#page3.tif  
source=5. Second Lien Trademark Security Agreement (EXECUTED)#page4.tif  
source=5. Second Lien Trademark Security Agreement (EXECUTED)#page5.tif  
source=5. Second Lien Trademark Security Agreement (EXECUTED)#page6.tif  
source=5. Second Lien Trademark Security Agreement (EXECUTED)#page7.tif  
source=5. Second Lien Trademark Security Agreement (EXECUTED)#page8.tif  
source=5. Second Lien Trademark Security Agreement (EXECUTED)#page9.tif

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

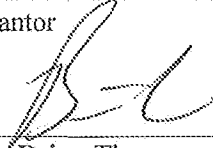
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MAURICES INCORPORATED, a Delaware corporation (the “Grantor”), hereby grants to TMF GROUP NEW YORK, LLC, in its capacity as agent (in such capacity, the “Grantee”), a continuing security interest in all of Grantor’s right, title and interest in and to the following (the “Collateral”): (a) the trademarks (including service marks), slogans, logos, certification marks, trade dress, trade styles, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Grantor and all registrations and applications for the foregoing (whether statutory or common law) set forth on Schedule A attached hereto (provided that no security interest shall be granted in 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), together with the goodwill symbolized thereby (the “Marks”), (b) all rights and privileges arising under applicable law with respect to Grantor’s use of any trademarks, tradenames, trade styles and service marks, (c) all reissues, continuations, extensions and renewals thereof, (d) all prints and labels on which such trademarks, tradenames, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature, (e) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (f) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (g) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith, (h) all rights corresponding thereto throughout the world, (i) all rights to sue for or otherwise recover for past, present and future infringements or other violations thereof, (j) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks, and (k) all causes of action arising prior to or after the date hereof for unfair competition regarding any of the Marks.

THIS GRANT is made to secure the satisfactory payment, performance and observance of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of May 6, 2019 (as amended, modified, restated and/or supplemented from time to time, 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. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 6 day of May 2019.


MAURICES INCORPORATED,  
as Grantor

By:  \_\_\_\_\_

Name Brian Thun

Title Senior Vice President, Chief Financial Officer  
and Treasurer

TMF GROUP NEW YORK,  
LLC, as Note Agent  
as Grantee

By:   
Name: Albert J. Fioravanti  
Title Managing Director

SCHEDULE A


See attached.

List of Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLICATION NO./DATE</u>	<u>REGISTRATION NO./DATE</u>	<u>GOODS/SERVICES</u>	<u>STATUS/RENEWAL DATE</u>
Canada	MAURICES	1423469 1/5/2009	TMA776138 9/1/2010	099 - Cosmetics namely, peels, exfoliates, moisturizers, foundation make up, face powder, pressed powder, loose powder, blush, cover up creams, concealers, eye shadows, eye liners, eye pencils, eye makeup, eye treatments in the form of creams, gels and lotions; lip products, namely lipsticks, lip colour, lip tint, lip gloss, lip glaze, lip pencils, lip liners, lip balms, lip shine, lip conditioner, mascara, lash tints, lash enhancers, lash primers, brow pencils; jewelry; clutch bags, wallets, shoulder bags and tote bags; clothing namely, dresses, denimwear, jeans, blouses, skirts, jumpers, slacks, pants, tank tops, shorts, bermuda shorts, sweaters, camisoles, t-shirts, sweatshirts, shirts, polo shirts, suits, jerseys, jackets, vests, cardigans, turtlenecks, blazers, coats, parkas, overcoats, anoraks, raincoats, rain slickers, boxer shorts, underwear, culottes, midriff tops, slips, halter, trousers, overalls, snowsuits, ski suits, ski coats, ski pants, pajamas, leotards, nightgowns, baby dolls, dressing gowns, bathrobes, uniforms, beachwear, namely bathing suits, swimwear and pareo, exercise clothing, socks, tights, leggings, hosiery; footwear namely, boots, sandals, shoes, slippers, athletic shoes, basketball shoes, water shoes, sports footwear, namely sneakers, running shoes, walking shoes, tennis shoes and golf shoes. 099 - Retail store services specializing in women's fashion clothing and footwear	Registered 9/1/2025
China	MAURICES	19097353 2/14/2016	19097353 3/7/2018	014 - Unwrought or semi-wrought precious metal; boxes of precious metal; clocks; watches	Registered 3/6/2028

China	MAURICES	19097353A 2/14/2016	19097353A 5/21/2017	014 - Unwrought or semi-wrought precious metal; Boxes of precious metal; Clocks; Watches	Registered 5/20/2027
China	MAURICES	19097354A 2/14/2016	19097354A 5/20/2017	018 - Trimmings of leather for furniture; leather straps	Registered 5/20/2027
China	MAURICES	19097355A 2/14/2016	19097355A 5/21/2017	025 - Caps (shower).	Registered 5/20/2027
Colombia	MAURICES	11-180321 12/28/2011	459731 9/20/2012	025 - A full line of clothing, footwear, outerwear, headgear	Registered 9/20/2022
Colombia	MAURICES	11-180322 12/28/2011	452641 5/30/2012	035 - Retail store services; online retail services and mail order retail services	Registered 5/30/2022
US	AMIA	85-304013 4/25/2011	4422323 10/22/2013	003 - Perfumes, fragrances for personal use	Registered 10/22/2023  10/22/2019



US	CAMBRIDGE & CLOVER BY MAURICES <sup>3</sup>	88-073545 08/10/2018		025 -- Clothing, namely, jeans, shorts, vests, skirts, jackets	Pending
US	DENIM FLEX	85-205636 12/25/2010	4324854 4/23/2013	025 - Denim clothing, namely, shorts, capris, jeans, skirts, vests and jean jackets	Registered 4/23/2023  4/23/2019
US	FLAWLESS BY MAURICES	87-933569 5/23/2018		003 -- Cosmetics and make up; face and body lotions; false nails; glitter for cosmetic purposes; nail polish; non medicated bath; lip balms; lip sticks; lip glosses; scented body spray; skin cleansers	Pending
US	I AM REAL	86-312039 6/17/2014	4671741 1/13/2015	003 - Fragrances for personal use; Perfumes	Registered 1/13/2025  1/13/2021
US	INSIDE VOICE	86-035218 8/12/2013	4724559 4/21/2015	035 - Customer research, namely, conducting surveys, focus groups, questionnaires	Registered 4/21/2025  4/21/2021
US	M 	86-278219 5/12/2014	4774041 7/14/2015	025 - Clothing, namely, headbands, scarves, pants, jackets, bras, sweatshirts, t-shirts, tank tops, hats socks, footwear	Registered 7/14/2025  7/14/2021

<sup>3</sup> An abandonment of this trademark will be filed for this mark in the near term.

US	 (Lotus Medallion)	86-278209 5/12/2014	4770109 7/7/2015	025 - Clothing, namely, headbands, scarves, pants, jackets, bras, sweatshirts, t-shirts, tank tops, hats, socks, footwear	Registered 7/7/2025  7/7/2021
US	M 	86-033559 8/9/2013	4499798 3/18/2014	025 - Clothing, namely, jeans, pants, shorts, skirts and jackets	Registered 3/18/2024  3/18/2020
US	MAURICES	73-088633 5/27/1976	1095513 7/4/1978	042 - Retail store services specializing in women's fashion clothing and footwear	Registered 7/5/2028
US	MAURICES	78-740083 10/25/2005	3386467 2/19/2008	003 - Cosmetics  014 - Jewelry  018 - Clutch bags, wallets, shoulder bags, and tote bags  025 - Clothing, namely, a full line of clothing	Registered 2/22/2028
US	MAURICES INMOTION	86-309715 6/13/2014	4770205 7/7/2015	025 - Clothing, namely, headbands, scarves, pants, jackets, bras, sweatshirts, t-shirts, tank tops, hats, socks, footwear	Registered 7/7/2025  7/7/2021
US	PAVÉ	85-637378 5/29/2012	4325868 4/23/2013	003 - Fragrances for personal use; perfumes	Registered 4/23/2023  4/23/2019

US	STUDIO Y	75-664895 3/19/1999	2466324 7/3/2001	025 - Women's sweaters, tops, pants, dresses, skirts	Registered 7/3/2021  7/3/2007
US	SUNGARI	88-075358 08/13/2018	5649391 1/8/2019	003 -- Perfumes, fragrances for personal use	Registered 1/8/2029  1/8/2025
US	THE M CROWD	87-697479 11/27/2017		041 - Computer services, namely, creating an on-line community for registered users to participate in discussions, get feedback from their peers, form virtual communities, and engage in social networking featuring social media and topics on fashion and accessories	Pending
US	WINSPIRE	85-161573 10/26/2010	4161840 6/19/2012	035 - Contests and incentive award programs to encourage retail store managers and district managers to achieve goals in various categories, namely, sales, marketing, credit card applications and advertising	Registered 6/20/2022