

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522276

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
<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>	TPG Specialty Lending, Inc., as administrative and collateral agent		
<b>Street Address:</b>	301 Commerce Street		
<b>Internal Address:</b>	Suite 3300		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76102		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4422323	AMIA	
<b>Serial Number:</b>	88073545	CAMBRIDGE & CLOVER BY MAURICES	
<b>Registration Number:</b>	4324854	DENIM FLEX	
<b>Serial Number:</b>	87933569	FLAWLESS BY MAURICES	
<b>Registration Number:</b>	4671741	I AM REAL	
<b>Registration Number:</b>	4724559	INSIDE VOICE	
<b>Registration Number:</b>	4774041	M	
<b>Registration Number:</b>	4770109		
<b>Registration Number:</b>	4499798	M	
<b>Registration Number:</b>	1095513	MAURICES	
<b>Registration Number:</b>	3386467	MAURICES	
<b>Registration Number:</b>	4770205	MAURICES INMOTION	
<b>Registration Number:</b>	4325868	PAVÉ	
<b>Registration Number:</b>	2466324	STUDIO Y	
<b>Registration Number:</b>	5649391	SUNGARI	
<b>Serial Number:</b>	87697479	THE M CROWD	
<b>Registration Number:</b>	4161840	WINSPIRE	

CH \$440.00 4422323

**CORRESPONDENCE DATA****Fax Number:** 2125935955*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:** 212-756-2132**Email:** scott.kareff@srz.com**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP**Address Line 1:** 919 Third Avenue**Address Line 2:** 25th Floor**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 079464-0131**NAME OF SUBMITTER:** Scot Kareff (079464-0131)**SIGNATURE:** /kc and sk/**DATE SIGNED:** 05/06/2019**Total Attachments: 4**

source=Maurices - Trademark Security Agreement#page1.tif

source=Maurices - Trademark Security Agreement#page2.tif

source=Maurices - Trademark Security Agreement#page3.tif

source=Maurices - Trademark Security Agreement#page4.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 TPG SPECIALTY LENDING, INC., in its capacity as administrative and collateral agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States 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) (the "Marks") set forth on Schedule A attached hereto, (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 past, present and future infringements 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 6th day of May 2019.

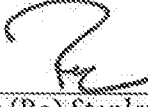
MAURICES INCORPORATED,  
as Grantor

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

Name: Brian Thun

Title: Senior Vice President, Chief Financial Officer  
and Treasurer

TPG SPECIALTY LENDING, INC.,  
as Administrative Agent  
as Grantee

By:   
Name: Robert (Bo) Stanley  
Title President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006637 FRAME: 0949**

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>
AMIA	4422323	Oct. 22, 2013
CAMBRIDGE & CLOVER BY MAURICES	88-073545	Aug. 10, 2018
DENIM FLEX	4324854	Apr. 23, 2013
FLAWLESS BY MAURICES	87-933569	May 23, 2018
I AM REAL	4671741	Jan. 13, 2015
INSIDE VOICE	4724559	Apr. 21, 2015
M (Image)	4774041	Jul. 14, 2015
Lotus Medallion (Image)	4770109	Jul. 07, 2015
M (Image)	4499798	Mar. 18, 2014
MAURICES	1095513	Jul. 04, 1978
MAURICES	3386467	Feb. 19, 2008
MAURICES INMOTION	4770205	Jul. 07, 2015
PAVÉ	4325868	Apr. 23, 2013
STUDIO Y	2466324	Jul. 03, 2001
SUNGARI	5649391	Jan. 08, 2019
THE M CROWD	87-697479	Nov. 27, 2017
WINSPIRE	4161840	Jun. 19, 2012

ID - 31654094.4