

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530116

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Torrid LLC		06/14/2019	Limited Liability Company: CALIFORNIA
Torrid Merchandising, Inc.		06/14/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	CORTLAND CAPITAL MARKET SERVICES LLC
Street Address:	225 W. Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4760293	TORRID
Registration Number:	4773750	TORRID INSIDER
Registration Number:	4773751	TORRID INSIDER
Registration Number:	4403424	HAUTE CASH
Registration Number:	4376496	TORRID
Registration Number:	4376485	WE SWEAR BY THE FIT
Registration Number:	4881877	LEAN JEAN
Registration Number:	4254124	TORRID
Registration Number:	4306276	WE SWEAR BY THE FIT
Registration Number:	4180514	RETRO CHIC BY TORRID
Registration Number:	4262019	RETRO CHIC BY TORRID
Registration Number:	3086247	
Registration Number:	3071854	
Registration Number:	2855912	TORRID
Registration Number:	2771872	TORRID
Registration Number:	2855909	TORRID
Registration Number:	2589762	TORRID
Registration Number:	2589763	TORRID

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87556497	TORRID CURVE
Serial Number:	87556487	TORRID CURVE
Serial Number:	87288975	TORRID CURVE COLLECTION
Serial Number:	87277143	#THESECURVES
Registration Number:	5298260	#THESECURVES
Serial Number:	87250941	TORRID CURVE COLLECTION
Serial Number:	86774177	LOVESICK
Registration Number:	4945928	TORRID
Registration Number:	4475977	LOVESICK
Registration Number:	4530383	LOVESICK
Registration Number:	4902145	LOVESICK
Registration Number:	4381056	LOVESICK
Registration Number:	4306658	LOVESICK
Registration Number:	4286552	LOVESICK
Registration Number:	4169027	LOVESICK
Registration Number:	5570584	360 BACK SMOOTHING
Registration Number:	5686477	LOVESICK
Serial Number:	88052762	RETRO CHIC BY TORRID
Serial Number:	88052777	RETROCHIC BY TORRID

CORRESPONDENCE DATA

Fax Number: 8662271809

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: 800-927-9801 x62348

Email: pagodoa@gmail.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	827652
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	07/01/2019

Total Attachments: 9

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SHORT FORM
TRADEMARK SECURITY AGREEMENT

This SHORT FORM TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), dated June 14, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as Term Collateral Agent (the “**Term Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to herein.

WHEREAS, Torrid Inc., a Delaware corporation (“**Holdings**”), Torrid LLC, a California limited liability company (the “**Borrower**”), KKR Credit Advisors (US) LLC, as Structuring Advisor, Cortland Capital Market Services LLC, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “**Administrative Agent**”), the Term Collateral Agent and each lender from time to time party thereto (collectively, the “**Lenders**” and, each individually, a “**Lender**”) entered into the Term Loan Credit Agreement (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), dated as of June 14, 2019 (the “**Closing Date**”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Term Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby mortgages and pledges to the Term Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Term Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto, together with (i) all renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, (iv) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (v) all other rights accruing thereunder or pertaining thereto throughout the world (but excluding any intent-to-use trademark application in the United States prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto with the United States Patent and Trademark Office).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Term Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TORRID LLC
TORRID MERCHANDISING, INC.
each as a Grantor

By: 
Name: Dennis R. Secor
Title: Chief Financial Officer

**CORTLAND CAPITAL MARKET SERVICES
LLC,**
as Term Collateral Agent

By:



Name: Jon Kirschmeier
Title: Associate Counsel

SCHEDULE A

United States Trademark Registrations and Trademark Applications

(see attached)

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application / Registration No.</u>
TORRID	TORRID MERCHANDISING, INC.	06-NOV- 2014	Registered	4760293
TORRID INSIDER	TORRID MERCHANDISING, INC.	27-FEB- 2014	Registered	4773750
TORRID INSIDER	TORRID MERCHANDISING, INC.	27-FEB- 2014	Registered	4773751
HAUTE CASH Cross References: HOT CASH	TORRID MERCHANDISING, INC.	06-MAR- 2013	Registered	4403424
TORRID	TORRID MERCHANDISING, INC.	08-JAN- 2013	Registered	4376496
WE SWEAR BY THE FIT	TORRID MERCHANDISING, INC.	03-JAN- 2013	Registered	4376485
LEAN JEAN	TORRID MERCHANDISING, INC.	05-OCT- 2012	Registered	4881877
TORRID	TORRID MERCHANDISING, INC.	21-JUN- 2012	Registered	4254124
WE SWEAR BY THE FIT	TORRID MERCHANDISING, INC.	02-DEC- 2011	Registered	4306276
RETRO CHIC BY TORRID	TORRID MERCHANDISING, INC.	27-APR- 2011	Registered	4180514
RETRO CHIC BY TORRID	TORRID MERCHANDISING, INC.	27-APR- 2011	Registered	4262019
<i>Design Only</i>	TORRID MERCHANDISING, INC.	16-JAN- 2004	Renewed	3086247

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application / Registration No.</u>
<i>Design Only</i>	TORRID MERCHANDISING, INC.	30-DEC- 2003	Renewed	3071854
TORRID	TORRID MERCHANDISING, INC.	16-DEC- 2002	Renewed	2855912
TORRID	TORRID MERCHANDISING, INC.	13-DEC- 2002	Renewed	2771872
TORRID	TORRID MERCHANDISING, INC.	13-DEC- 2002	Renewed	2855909
TORRID	TORRID MERCHANDISING, INC.	07-NOV- 2000	Renewed	2589762
TORRID	TORRID MERCHANDISING, INC.	07-NOV- 2000	Renewed	2589763
TORRID CURVE	TORRID MERCHANDISING, INC.	4-AUG- 2017	Pending	87556497
TORRID CURVE	TORRID MERCHANDISING, INC.	04-AUG- 2017	Pending	87556487
TORRID CURVE COLLECTION	TORRID MERCHANDISING, INC.	04-JAN- 2017	Allowed	87288975
#THESECURVES Cross References: NUMBER THESE CURVES, HASHTAG THESE CURVES	TORRID MERCHANDISING, INC.	21-DEC- 2016	Allowed	87277143

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application / Registration No.</u>
#THESECURVES Cross References: HASHTAG THESE CURVES, NUMBER THESE CURVES	TORRID MERCHANDISING, INC.	21-DEC- 2016	Registered	5298260
TORRID CURVE COLLECTION	TORRID MERCHANDISING, INC.	29-NOV- 2016	Allowed	87250941
LOVESICK Cross References: LOVE SICK	TORRID MERCHANDISING, INC.	30-SEP- 2015	Allowed	86774177
TORRID	TORRID MERCHANDISING, INC.	15-SEP- 2015	Registered	4945928
LOVESICK Cross References: LOVE SICK	TORRID MERCHANDISING, INC.	11-OCT- 2012	Registered	4475977
LOVESICK	TORRID MERCHANDISING, INC.	27-SEP- 2012	Registered	4530383
LOVESICK Cross References: LOVE SICK	TORRID MERCHANDISING, INC.	21-JUN- 2012	Registered	4902145
LOVESICK Cross References: LOVE SICK	TORRID MERCHANDISING, INC.	31-MAY- 2012	Registered	4381056
LOVESICK Cross References: LOVE SICK	TORRID MERCHANDISING, INC.	12-APR- 2012	Registered	4306658
LOVESICK Cross References: LOVE SICK	TORRID MERCHANDISING, INC.	13-APR- 2011	Registered	4286552
LOVESICK Cross References: LOVE SICK	TORRID MERCHANDISING, INC.	13-APR- 2011	Registered	4169027

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application / Registration No.</u>
360 BACK SMOOTHING	TORRID MERCHANDISING, INC.	05-MAR-2018	Registered	5570584
LOVESICK	TORRID MERCHANDISING, INC.	30-SEP-2015	Registered	5686477
RETRO CHIC BY TORRID	TORRID MERCHANDISING, INC.	25-JUL-2018	Pending	88052762
RETRO CHIC BY TORRID	TORRID MERCHANDISING, INC.	25-JUL-2018	Pending	88052777