

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584523

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Abercrombie & Fitch Trading Co.		07/02/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	100 Wall Street
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Serial Number:	86142294	A&F
Serial Number:	86285193	A & F
Serial Number:	73239161	A & F
Serial Number:	75981420	A & F
Serial Number:	78787866	A & F
Serial Number:	77923258	A & F
Serial Number:	85547931	A & F
Serial Number:	85549384	A & F
Serial Number:	85502065	ABERCROMBIE & FITCH
Serial Number:	86162324	ABERCROMBIE & FITCH
Serial Number:	72383829	ABERCROMBIE & FITCH
Serial Number:	73239158	ABERCROMBIE & FITCH
Serial Number:	74725849	ABERCROMBIE & FITCH
Serial Number:	76124449	ABERCROMBIE & FITCH
Serial Number:	77871823	ABERCROMBIE & FITCH
Serial Number:	77923252	ABERCROMBIE & FITCH
Serial Number:	77923261	ABERCROMBIE & FITCH
Serial Number:	77923473	ABERCROMBIE & FITCH

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75113828	ABERCROMBIE & FITCH
Serial Number:	85502678	FIERCE
Serial Number:	78137306	FIERCE
Serial Number:	77845929	FIERCE
Serial Number:	87138862	FIERCE
Serial Number:	77841401	FIERCE
Serial Number:	77982401	FIERCE
Serial Number:	86257848	HOLLISTER
Serial Number:	77038757	HOLLISTER
Serial Number:	77054504	HOLLISTER
Serial Number:	77923455	HOLLISTER
Serial Number:	77923450	HOLLISTER
Serial Number:	77923430	HOLLISTER
Serial Number:	76117011	HOLLISTER
Serial Number:	76153445	HOLLISTER
Serial Number:	78743432	
Serial Number:	85789540	
Serial Number:	86142248	
Serial Number:	78299926	
Serial Number:	78743723	
Serial Number:	78977673	
Serial Number:	78979398	
Serial Number:	77968297	
Serial Number:	78981467	
Serial Number:	86142226	
Serial Number:	86232482	
Serial Number:	86232484	
Serial Number:	76516815	
Serial Number:	77730244	
Serial Number:	77865065	
Serial Number:	76979139	
Serial Number:	85359504	
Serial Number:	78926302	GILLY HICKS
Serial Number:	78980930	GILLY HICKS
Serial Number:	85114464	GILLY HICKS
Serial Number:	78926293	GILLY HICKS
Serial Number:	85077251	GILLY HICKS
Serial Number:	78926288	GILLY HICKS

Property Type	Number	Word Mark
Serial Number:	85076977	GILLY HICKS

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: jessica.bajada-silva@lw.com

Correspondent Name: LATHAM & WATKINS LLP,C/O J. Bajada-Silva

Address Line 1: 885 Third Ave

Address Line 4: New York City, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049276-0181
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	07/02/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 2, 2020 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as trustee and as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Agent").

WHEREAS, Abercrombie & Fitch Management Co., a Delaware corporation (the "Company"), has issued 8.75% Senior Secured Notes due 2025 in an aggregate principal amount of \$350.0 million pursuant to that certain Indenture, dated as of July 2, 2020 (as it may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, including in connection with the issuance of additional notes thereunder, the "Indenture"), by and among the Company, the Guarantors (as defined in the Indenture) party thereto and the Trustee;

WHEREAS, as a condition precedent to the purchase by the initial noteholders pursuant to the Indenture, the Company and each of the Guarantors entered into a Security Agreement dated as of July 2, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Company, each of the Guarantors and the Agent, pursuant to which the Company and each of the Guarantors pledged and granted to the Agent, for its benefit and the benefit of the other Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Agent for its benefit and the benefit of the other Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Indenture.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security.

As collateral security for the payment and performance in full of all the Secured Obligations, each Grantor hereby pledges and grants to the Agent for its benefit and for the benefit of the other Secured Parties, a Lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law), including, without limitation, the registrations and applications listed on Schedule A hereto, together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

SECTION 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Agent Protections

The Agent shall be entitled to all of the protections and indemnities afforded to the Trustee pursuant to the Indenture and such protection and indemnities are incorporated herein by reference.

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

**ABERCROMBIE & FITCH TRADING CO.,
as Grantor**

By: 

Name: Everett E. Gallagher, Jr.
Title: Senior Vice President & Treasurer

AGREED TO AND ACCEPTED:

**U.S. BANK NATIONAL ASSOCIATION,
as Agent**

By: 
Name: Katherine Esber
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Abercrombie & Fitch Trading Co.	A & F	86/142,294	12-Dec-2013	5,218,802	6-Jun-2017
Abercrombie & Fitch Trading Co.	A & F	86/285,193	19-May-2014	5,375,569	09-Jan-2018
Abercrombie & Fitch Trading Co.	A & F	73/239,161	14-Nov-1979	1,169,714	15-Sep-1981
Abercrombie & Fitch Trading Co.	A & F	75/981,420	31-Jan-2000	2,530,664	15-Jan-2002
Abercrombie & Fitch Trading Co.	A & F	78/787,866	09-Jan-2006	3,349,895	04-Dec-2007
Abercrombie & Fitch Trading Co.	A & F	77/923,258	29-Jan-2010	4,501,963	25-Mar-2014
Abercrombie & Fitch Trading Co.	A & F	85/547,931	21-Feb-2012	4,760,557	23-Jun-2015
Abercrombie & Fitch Trading Co.	A & F	85/549,384	22-Feb-2012	4,756,239	16-Jun-2015
Abercrombie & Fitch Trading Co.	ABERCROMBIE & FITCH	85/502,065	22-Dec-2011	4,597,577	02-Sep-2014
Abercrombie & Fitch Trading Co.	ABERCROMBIE & FITCH	86/162,324	10-Jan-2014	4,809,373	08-Sep-2015
Abercrombie & Fitch Trading Co.	ABERCROMBIE & FITCH	72/383,829	16-Feb-1971	951,410	23-Jan-1973
Abercrombie & Fitch Trading Co.	ABERCROMBIE & FITCH	73/239,158	14-Nov-1979	1,178,609	17-Nov-1981
Abercrombie & Fitch Trading Co.	ABERCROMBIE & FITCH	74/725,849	06-Sep-1995	1,999,665	10-Sep-1996
Abercrombie & Fitch Trading Co.	ABERCROMBIE & FITCH	76/124,449	08-Sep-2000	2,500,146	23-Oct-2001
Abercrombie & Fitch Trading Co.	ABERCROMBIE & FITCH	77/871,823	13-Nov-2009	4,361,667	02-Jul-2013
Abercrombie & Fitch Trading Co.	ABERCROMBIE & FITCH	77/923,252	29-Jan-2010	4,501,962	25-Mar-2014
Abercrombie & Fitch Trading Co.	ABERCROMBIE & FITCH	77/923,261	29-Jan-2010	4,392,587	27-Aug-2013
Abercrombie & Fitch Trading Co.	ABERCROMBIE & FITCH	77/923,473	29-Jan-2010	4,517,968	22-Apr-2014
Abercrombie & Fitch Trading Co.	ABERCROMBIE & FITCH	75/113,828	04-Jun-1996	2,061,284	13-May-1997
Abercrombie & Fitch Trading Co.	FIERCE	85/502,678	22-Dec-2011	4,597,578	02-Sep-2014
Abercrombie & Fitch Trading Co.	FIERCE	78/137,306	20-Jun-2002	2,713,598	06-May-2003
Abercrombie & Fitch Trading Co.	FIERCE	77/845,929	09-Oct-2009	4,361,661	02-Jul-2013
Abercrombie & Fitch Trading Co.	FIERCE	87/138,862	15-Aug-2016	6,029,487	07-Apr-2020
Abercrombie & Fitch Trading Co.	FIERCE	77/841,401	05-Oct-2009	4,238,034	06-Nov-2012
Abercrombie & Fitch Trading Co.	FIERCE	77/982,401	09-Oct-2009	4,057,045	15-Nov-2011
Abercrombie & Fitch Trading Co.	HOLLISTER	86/257,848	21-Apr-2014	4,871,400	15-Dec-2015
Abercrombie & Fitch Trading Co.	HOLLISTER	77/038,757	07-Nov-2006	3,310,650	16-Oct-2007
Abercrombie & Fitch Trading Co.	HOLLISTER	77/054,504	30-Nov-2006	3,358,499	25-Dec-2007
Abercrombie & Fitch Trading Co.	HOLLISTER	77/923,455	29-Jan-2010	4,485,432	18-Feb-2014
Abercrombie & Fitch Trading Co.	HOLLISTER	77/923,450	29-Jan-2010	4,485,431	18-Feb-2014
Abercrombie & Fitch Trading Co.	HOLLISTER	77/923,430	29-Jan-2010	4,501,964	25-Mar-2014
Abercrombie & Fitch Trading Co.	HOLLISTER	76/117,011	25-Aug-2000	2,648,144	12-Nov-2002
Abercrombie & Fitch Trading Co.	HOLLISTER	76/153,445	25-Oct-2000	2,774,426	21-Oct-2003
Abercrombie & Fitch Trading Co.	MOOSE Design (Solid)	78/743,432	31-Oct-2005	4,551,991	17-Jun-2014
Abercrombie & Fitch Trading Co.	MOOSE Design (Solid)	85/789,540	28-Nov-2012	4,804,428	01-Sep-2015

Abercrombie & Fitch Trading Co.	MOOSE Design (Solid)	86/142,248	12-Dec-2013	5,218,801	06-Jun-2017
Abercrombie & Fitch Trading Co.	MOOSE Design (Solid)	78/299,926	12-Sep-2003	3,065,016	07-Mar-2006
Abercrombie & Fitch Trading Co.	MOOSE Design (Solid)	78/743,723	31-Oct-2005	3,964,371	24-May-2011
Abercrombie & Fitch Trading Co.	MOOSE Design (Solid)	78/977,673	31-Oct-2005	3,220,225	20-Mar-2007
Abercrombie & Fitch Trading Co.	MOOSE Design (Solid)	78/979,398	31-Oct-2005	3,383,434	12-Feb-2008
Abercrombie & Fitch Trading Co.	MOOSE Design (Solid)	77/968,297	25-Mar-2010	4,436,783	19-Nov-2013
Abercrombie & Fitch Trading Co.	MOOSE Design (Solid)	78/981,467	31-Oct-2005	4,168,384	03-Jul-2012
Abercrombie & Fitch Trading Co.	SEAGULL Design – Solid	86/142,226	12-Dec-2013	4,874,959	22-Dec-2015
Abercrombie & Fitch Trading Co.	SEAGULL Design – Solid	86/232,482	26-Mar-2014	5,341,002	21-Nov-2017
Abercrombie & Fitch Trading Co.	SEAGULL Design – Solid	86/232,484	26-Mar-2014	5,087,019	22-Nov-2016
Abercrombie & Fitch Trading Co.	SEAGULL Design – Solid	76/516,815	16-May-2003	4,384,092	13-Aug-2013
Abercrombie & Fitch Trading Co.	SEAGULL Design – Solid	77/730,244	06-May-2009	3,756,961	09-Mar-2010
Abercrombie & Fitch Trading Co.	SEAGULL Design – Solid	77/865,065	04-Nov-2009	3,855,891	05-Oct-2010
Abercrombie & Fitch Trading Co.	SEAGULL Design – Solid	76/979,139	16-May-2003	4,022,932	06-Sep-2011
Abercrombie & Fitch Trading Co.	SEAGULL Design – Solid	85/359,504	29-Jun-2011	4,091,084	24-Jan-2012
Abercrombie & Fitch Trading Co.	GILLY HICKS	78/926,302	10-Jul-2006	3,849,017	14-Sep-2010
Abercrombie & Fitch Trading Co.	GILLY HICKS	78/980,930	10-Jul-2006	3,610,527	21-Apr-2009
Abercrombie & Fitch Trading Co.	GILLY HICKS	85/114,464	24-Aug-2010	4,505,599	01-Apr-2014
Abercrombie & Fitch Trading Co.	GILLY HICKS	78/926,293	10-Jul-2006	3,836,281	17-Aug-2010
Abercrombie & Fitch Trading Co.	GILLY HICKS	85/077,251	02-Jul-2010	4,384,294	13-Aug-2013
Abercrombie & Fitch Trading Co.	GILLY HICKS	78/926,288	10-Jul-2006	3,849,016	14-Sep-2010
Abercrombie & Fitch Trading Co.	GILLY HICKS	85/076,977	02-Jul-2010	4,505,587	01-Apr-2014