

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement-ABL
CONVEYING PARTY DATA	
Name	Execution Date
Guru Denim Inc.	07/30/2013
RECEIVING PARTY DATA	
Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
Internal Address:	Dusan Lazarov
City:	60 Wall Street
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D620684
Patent Number:	D620685
Patent Number:	D620687
Application Number:	29245401
CORRESPONDENCE DATA	
Fax Number:	3026365454
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-408-3121 x2348
Email:	jpaterso@cscinfo.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	746369-9
NAME OF SUBMITTER:	Jean Paterson

Signature:	/jep/
Date:	08/01/2013
<b>Total Attachments: 7</b> source=7-31-13 Guru Denim (ABL) 9-PT#page1.tif source=7-31-13 Guru Denim (ABL) 9-PT#page2.tif source=7-31-13 Guru Denim (ABL) 9-PT#page3.tif source=7-31-13 Guru Denim (ABL) 9-PT#page4.tif source=7-31-13 Guru Denim (ABL) 9-PT#page5.tif source=7-31-13 Guru Denim (ABL) 9-PT#page6.tif source=7-31-13 Guru Denim (ABL) 9-PT#page7.tif	

## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 30<sup>th</sup> day of July, 2013, between the Grantor listed on the signature pages hereto (the "Grantor"), and DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as Collateral Agent for the benefit of the Secured Creditors (together with its successors, the "Collateral Agent").

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain ABL Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the "Credit Agreement") among TRLG INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), TRLG MERGER SUB, INC., a Delaware corporation ("MergerSub"), TRUE RELIGION APPAREL, INC., a Delaware corporation (the "Company"), and the Subsidiaries of the Company from time to time party thereto (together with MergerSub and the Company, each a "Borrower" and collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent (together with the Lenders and the Collateral Agent, the "Lender Creditors") and the Collateral Agent, the Lender Creditors have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement;

WHEREAS, the Credit Parties may enter into (or be a party to) one or more Term Secured Hedging Agreements with a Hedging Creditor;

WHEREAS, the Credit Parties may enter into (or be a party to) one or more ABL Secured Cash Management Agreements with a Cash Management Bank (the Hedging Creditors, the Cash Management Banks and the Lender Creditors are herein called the "Secured Creditors");

WHEREAS, in order to induce the Lender Creditors to enter into the Credit Agreement and the other Credit Documents and to induce the Lender Creditors to make financial accommodations to the Borrowers as provided for in the Credit Agreement, the Grantor agreed to grant a continuing security interest in and to the Collateral, including the Patent Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Security Agreement dated as of July 30, 2013 among the Company, Holdings, MergerSub, True Religion Sales, LLC, a Delaware limited liability company, the Grantor and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Secured Creditors, this Patent Security Agreement;

NOW, THEREFORE, for and in consideration of the recitals made above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Creditors, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in Grantor's right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral"):

(a) all of Grantor's patents and patent applications, including (i) the patents and patent applications listed on Schedule I; and (ii) all renewals, continuations, divisionals, continuations-in-part, reissues and examinations thereof; and

(b) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. The Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor, or other parties to the Security Agreement, to the Collateral Agent or any Secured Creditor, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving the Grantor or such other parties.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable invention or become entitled to the benefit of any patent application or patent for any continuations, divisionals, continuations-in-part, reissues, or reexaminations of the patents or patent applications listed on Schedule I, the provisions of this Patent Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes the Collateral Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Patent Security Agreement shall terminate upon termination of the Security Agreement.

7. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. GOVERNING LAW. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Credit Document refer to this Patent Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Credit Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or

in any other Credit Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification and expense reimbursement Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Credit Document shall be satisfied by the transmission of a Record.

10. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the Liens and Security Interests granted to the Collateral Agent pursuant to this Patent Security Agreement in any Collateral and the exercise of any right or remedy by the Collateral Agent with respect to any Collateral hereunder are subject to the provisions of the Initial Intercreditor Agreement. In the event of any conflict between the terms of the Initial Intercreditor Agreement and this Patent Security Agreement, the terms of the Initial Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank.]

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

**GURU DENIM INC.**

By: 

Name: Eric Bauer

Title: Chief Financial Officer and Chief  
Operating Officer

*Signature Page to Project Stitch ABL Patent Security Agreement (Guru Denim)*

**PATENT**  
**REEL: 030936 FRAME: 0737**

ACCEPTED AND ACKNOWLEDGED  
BY:

DEUTSCHE BANK AG NEW YORK  
BRANCH, as Collateral Agent

By: Peter Cucchiaro  
Name: Peter Cucchiaro  
Title: Vice President

By: Michael Winters  
Name: Michael Winters  
Title: Vice President



**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

<b>Owner</b>	<b>Patent Titles</b>	<b>Country</b>	<b>Registration No.</b>	<b>Applic. No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
Guru Denim Inc.	64458-China	China P.R.	ZL201030703208.2	201030703208.2	12/27/2010	08/17/2011
Guru Denim Inc.	64460-China	China P.R.	ZL201030192040.3	201030192040.3	05/28/2010	07/13/2011
Guru Denim Inc.	64460(04)- EC	Community Trademark	001683848-0004	001683848(04)	03/19/2010	03/19/2010
Guru Denim Inc.	64460(05)- EC	Community Trademark	001683848-0005	001683848(05)	03/19/2010	03/19/2010
Guru Denim Inc.	64460(06)- EC	Community Trademark	001683848-0006	001683848(06)	03/19/2010	03/19/2010
Guru Denim Inc.	64460(01)- EC	Community Trademark	01683848-0001	001683848(01)	03/19/2010	03/19/2010
Guru Denim Inc.	64460(02)- EC	Community Trademark	001683848-0002	001683848	03/19/2010	03/19/2010
Guru Denim Inc.	64460(03)- EC	Community Trademark	001683848-0003	001683848(03)	03/19/2010	03/19/2010
Guru Denim Inc.	64459- Korea	Republic of Korea	30-0597145	30-2010-0023855	05/31/2010	04/21/2011
Guru Denim Inc.	64460- Korea	Republic of Korea		30-2010-0023857	05/31/2010	
Guru Denim Inc.	64458- Korea	Republic of Korea	30-0597917	30-2010-0023853	05/31/2010	04/29/2011
Guru Denim Inc.	58239-US	United States		29/245,401	12/20/2005	
Guru Denim Inc.	Bottom garment with double stitching (English)	United States	D620684	29/351,525	12/07/2009	08/03/2010
Guru Denim Inc.	Bottom garment with double stitching (English)	United States	D620685	29/351,526	12/07/2009	08/03/2010
Guru Denim Inc.	Pants with double stitching (English)	United States	D620687	29/351,518	12/07/2009	08/03/2010