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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM605138

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rent the Runway, Inc.		10/26/2020	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Alter Domus (US) LLC	
Street Address:	225 West Washington Street, 9th Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

## **PROPERTY NUMBERS Total: 24**

	Number	Word Mark
Registration Number:	4910177	ELLA CARTER
Registration Number:	5892611	GREAT JONES
Registration Number:	5100092	I HAVE NOTHING EVERYTHING TO WEAR
Registration Number:	5546390	I HAVE NOTHING EVERYTHING TO WEAR
Registration Number:	5892662	LOUNA
Registration Number:	5481410	RTR
Registration Number:	5561407	RTR
Registration Number:	5623043	RTR
Registration Number:	5638258	RTR
Registration Number:	3905182	RENT THE RUNWAY
Registration Number:	5007643	RENT THE RUNWAY
Registration Number:	5816310	RENT THE RUNWAY
Registration Number:	5628187	RENT THE RUNWAY FOUNDATION
Registration Number:	5628188	RENT THE RUNWAY FOUNDATION
Registration Number:	5638271	RENT THE RUNWAY FOUNDATION
Registration Number:	5546389	RTR
Registration Number:	5692110	RTR
Registration Number:	5869199	RTR RESERVE
Registration Number:	5546388	RTR UNLIMITED

TRADEMARK REEL: 007087 FRAME: 0142

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Property Type	Number	Word Mark
Registration Number:	5835638	RTR UNLIMITED
Registration Number:	5869198	RTR UPDATE
Registration Number:	4964862	SLATE & WILLOW
Registration Number:	6113805	UNLIMITED CLOSET
Registration Number:	6113806	UNLIMITED CLOSET

#### **CORRESPONDENCE DATA**

**Fax Number:** 3128622200

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:** 312-862-6371

**Email:** renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	24800-67
NAME OF SUBMITTER:	Renee M. Prescan
SIGNATURE:	/Renee M. Prescan/
DATE SIGNED:	10/27/2020

## **Total Attachments: 4**

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TRADEMARK REEL: 007087 FRAME: 0143

#### NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Security Interest in Trademarks, dated as of October 26, 2020 (this "Trademark Security Agreement") is made by and among Rent the Runway, Inc., a Delaware corporation (the "Grantor") in favor of Alter Domus (US) LLC, as administrative agent for and on behalf of the Lenders (as defined in the Security Agreement) (in such capacity, together with its successors and assigns in such capacity, the "Agent").

WHEREAS, the Grantor has entered into that certain Security Agreement, dated as of October 26, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

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

- 1. Unless otherwise defined herein, any capitalized term used herein shall have the meaning given to it in the Security Agreement.
- 2. The Grantor hereby grants, pledges, assigns, transfers and conveys unto the Agent for the benefit of the Agent and the Lenders a continuing security interest in all of the Grantor's right, title, and interest, in and to the trademarks listed on Schedule A, and all applications, registrations, and renewals thereof, together with all goodwill associated therewith or symbolized thereby, all claims for, and all rights to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof and all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto thereof (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, no grant of any security interest, lien or right of set off shall be deemed granted hereunder on or in any intent-to-use ("ITU") trademark application or any renewals thereof prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office with respect thereto, 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 such intent-to-use trademark application under applicable federal law.
- 3. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

TRADEMARK REEL: 007087 FRAME: 0144

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of October 26, 2020.

RENT THE RUNWAY, INC., as Grantor

SIGN 3215284EC91F487... Name: Scarlett O'Sullivan Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

# **SCHEDULE A**

# **Trademark Collateral**

Country	Trademark	Reg. No. / Reg.	App No. /	Status
		Date	Filing Date	
United States	ELLA CARTER	4910177	86978080	Registered
		01-MAR-2016	06-OCT-2014	
United States	GREAT JONES	5892611	88068188	Registered
		22-OCT-2019	07-AUG-2018	
United States	I HAVE <del>NOTHING</del>	5100092	87020000	Registered
	EVERYTHING TO WEAR	13-DEC-2016	29-APR-2016	
United States	I HAVE NOTHING	5546390	87020003	Registered
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United States	LOUNA	5892662	88087057	Registered
United States	RTR	22-OCT-2019 5481410	21-AUG-2018 86722891	Registered
United States	KIK	29-MAY-2018	12-AUG-2015	Registered
United States	RTR	5561407	86722866	Registered
Office States	KIK	11-SEP-2018	12-AUG-2015	Registered
United States	RTR	5623043	86722853	Registered
Office States	KIK	04-DEC-2018	12-AUG-2015	Registered
United States	RTR	5638258	86722879	Registered
		25-DEC-2018	12-AUG-2015	
United States	R T R REVIVE RENT THE	N/A	88711579	Pending (ITU)
	RUNWAY		02-DEC-2019	(
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United States	RENT THE RUNWAY	3905182 11-JAN-2011	77799178	Registered
United States	RENT THE RUNWAY	5007643	06-AUG-2009 86846779	Dogistanad
United States	RENT THE RUNWAY	26-JUL-2016	11-DEC-2015	Registered
United States	RENT THE RUNWAY	5816310	86800409	Registered
United States	RENT THE RUNWAT	30-JUL-2019	27-OCT-2015	Registered
United States	RENT THE RUNWAY	5628187	86770140	Registered
Office States	FOUNDATION	11-DEC-2018	28-SEP-2015	Registered
United States	RENT THE RUNWAY	5628188	86770152	Registered
	FOUNDATION	11-DEC-2018	28-SEP-2015	
United States	RENT THE RUNWAY	5638271	86770126	Registered
	FOUNDATION	25-DEC-2018	28-SEP-2015	-5
United States	RENT THE RUNWAY	N/A	88711578	Pending (ITU)
	REVIVE		02-DEC-2019	
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United States	REVIVE BY RENT THE	N/A	88874325	Pending (ITU)
	RUNWAY		16-APR-2020	
United States	REVIVE BY RENT THE	N/A	88874328	Pending (ITU)
	RUNWAY		16-APR-2020	
United States	RTR	5546389	87019990	Registered
Office States	KIK	21-AUG-2018	29-APR-2016	Registered
United States	RTR	5692110	87019985	Registered
		05-MAR-2019	29-APR-2016	Trogistore a
United States	RTR CLOSET	N/A	88754406	Pending (ITU)
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United States	RTR NOW	N/A	88633646	Pending (ITU)
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United States	RTR RESERVE	5869199	87855434	Registered
		24-SEP-2019	29-MAR-2018	

TRADEMARK
REEL: 007087 FRAME: 0146

Country	Trademark	Reg. No. / Reg. Date	App No. / Filing Date	Status
United States	RTR UNLIMITED	5546388 21-AUG-2018	87019860 29-APR-2016	Registered
United States	RTR UNLIMITED	5835638 13-AUG-2019	87855414 29-MAR-2018	Registered
United States	RTR UPDATE	5869198 24-SEP-2019	87855426 29-MAR-2018	Registered
United States	SLATE & WILLOW	4964862 24-MAY-2016	85823009 14-JAN-2013	Registered
United States	UNLIMITED CLOSET	6113805 28-JUL-2020	87087082 28-JUN-2016	Registered
United States	UNLIMITED CLOSET	6113806 28-JUL-2020	87087086 28-JUN-2016	Registered