

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spanx, LLC		11/18/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC, as Collateral Agent		
Street Address:	40 WEST 57TH STREET, 33RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 88			
Property Type	Number	Word Mark	
Registration Number:	4637015	...YOU'LL LOOK RED HOT!	
Registration Number:	5453789	ARM-BELIEVABLE!	
Registration Number:	4081374	ASSETS	
Registration Number:	3178520	ASSETS	
Registration Number:	3977584	ASSETS	
Registration Number:	5187988	ASSETS BY SPANX	
Registration Number:	5261222	ASSETS SPANX	
Registration Number:	4251501	ASSETS RED HOT LABEL	
Registration Number:	4066403	BAGEL BUSTER	
Registration Number:	5629666	BETTER BANDEAU	
Registration Number:	6381173	BETTER BASE	
Registration Number:	4433586	BOOSTIE-YAY!	
Registration Number:	6309075	BOOTY BOOST	
Registration Number:	3971959	BRA CHA CHA	
Registration Number:	4269665	BRA-LIMINATE!	
Registration Number:	3440341	BRA-LLELUJAH!	
Registration Number:	4151384	BRA-LLYWOOD HILLS!	
Registration Number:	5618095	BREAST OF BOTH WORLDS	
Registration Number:	3994693	BRILLIANT BRA	

CH \$2215.00 4637015

Property Type	Number	Word Mark
Registration Number:	5476930	BUTT NAKED...BUT BETTER
Registration Number:	6142287	COMFORT CRACK
Registration Number:	3506619	
Registration Number:	4367797	DON'T WORRY...WE'VE GOT YOUR BUTT COVERE
Registration Number:	6456649	DOWN TO TUCK
Registration Number:	5403673	EASY ACCESS GUSSET
Registration Number:	3440503	FANTASTIC FIRMERS
Registration Number:	5488324	FEELS LIKE NOTHING, DOES EVERYTHING.
Registration Number:	5333115	FLAT GUT, GREAT BUTT!
Registration Number:	5602261	FOUR PLAY BRA
Registration Number:	3673858	HAUTE CONTOUR
Registration Number:	3440343	HIDE & SLEEK
Registration Number:	3295787	HIGH FALUTIN
Registration Number:	3024593	HIGHER POWER
Registration Number:	5565914	ILLUMINATE-HER
Registration Number:	5392024	JEAN-ISH
Registration Number:	5261230	LEG UP
Registration Number:	5036607	LOUNGE-HOORAY!
Registration Number:	6328890	MADE BY MAMAS, FOR MAMAS
Registration Number:	3990177	
Registration Number:	5676226	MAMA MAGIC
Registration Number:	4056710	MANX
Registration Number:	3853563	MARVELOUS MAMA
Registration Number:	5307710	MORE BRA THAN LETTE!
Registration Number:	3755923	NOW YOU CAN HAVE YOUR SHAPE AND SEXY TOO
Registration Number:	4154560	ON TOP AND IN CONTROL
Registration Number:	5670591	POWER CONCEAL-HER
Registration Number:	3295788	POWER MAMA
Registration Number:	2718162	POWER PANTIES
Registration Number:	6487225	PRINTED POWER
Registration Number:	4425979	READY-TO-WOW!
Registration Number:	5471554	RED HOT BY SPANX
Registration Number:	5455304	RED HOT SPANX
Registration Number:	4819473	SHAPE MY DAY
Registration Number:	3846246	SKINNY BRITCHES
Registration Number:	3873204	SKINNY BRITCHES
Registration Number:	3440345	SLIM COGNITO
Registration Number:	5747419	SLIM IS BUILT IN

Property Type	Number	Word Mark
Registration Number:	4151386	SLIMMER & SHINE
Registration Number:	3826256	SLIMPLICITY
Registration Number:	2900843	SLIM-X
Registration Number:	2464430	SPANX
Registration Number:	3691086	SPANX
Registration Number:	4105684	SPANX
Registration Number:	5438813	SPANX EVERY WEAR
Registration Number:	5459892	SPANX ILLUMINATE-HER
Registration Number:	6295523	SPANX MAMA
Registration Number:	5597644	SPANX POWER CONCEAL-HER
Registration Number:	5607479	SPANX SMART STRAPS
Registration Number:	5360357	SPANX SMARTSTRETCH
Registration Number:	4448721	STAR POWER BY SPANX
Registration Number:	3796851	THE DESSERT OF SHAPEWEAR
Registration Number:	5105120	THINSTINCTS
Registration Number:	6307620	THINTUITION
Registration Number:	3440347	TIGHT-END TIGHTS
Registration Number:	5909342	TOPNOTCH CROTCH
Registration Number:	4151385	TRUST YOUR THINSTINCTS
Registration Number:	2984957	TWO-TIMIN'
Registration Number:	5182884	TWO-TIMING
Registration Number:	5968669	UNDER SCULPTURE
Registration Number:	5676416	UNDER STATEMENTS
Registration Number:	3808327	UNDIE-TECTABLE
Registration Number:	5774928	UP FOR ANYTHING
Registration Number:	5476730	UP FOR ANYTHING STRAPLESS
Registration Number:	4761534	WE PUT THE SKINNY IN THE JEANS
Registration Number:	2964893	WE'VE GOT YOUR BUTT COVERED
Registration Number:	5603422	WORKOUT TO WAVES
Registration Number:	5723855	WORLD'S BEST UNDIES...JUST SAYIN'
Serial Number:	90873063	AHHH-LLELUJAH

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

TRADEMARK

REEL: 007527 FRAME: 0296

Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 34408.00072

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 12/13/2021

Total Attachments: 9

source=05. Sunny - Trademark Security Agreement [Executed]#page1.tif
source=05. Sunny - Trademark Security Agreement [Executed]#page2.tif
source=05. Sunny - Trademark Security Agreement [Executed]#page3.tif
source=05. Sunny - Trademark Security Agreement [Executed]#page4.tif
source=05. Sunny - Trademark Security Agreement [Executed]#page5.tif
source=05. Sunny - Trademark Security Agreement [Executed]#page6.tif
source=05. Sunny - Trademark Security Agreement [Executed]#page7.tif
source=05. Sunny - Trademark Security Agreement [Executed]#page8.tif
source=05. Sunny - Trademark Security Agreement [Executed]#page9.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 18, 2021, by Spanx, LLC (the “**Grantor**”), in favor of HPS Investment Partners, LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of November 18, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

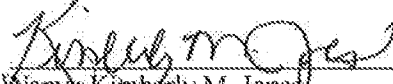
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

SPANX, LLC

By: 
Name: Kimberly M. Jones
Title: President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007527 FRAME: 0300

HPS INVESTMENT PARTNERS, LLC, as Collateral
Agent

By: Michael Fenstermacher
Name: Michael Fenstermacher
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007527 FRAME: 0301

**Schedule I
to Trademark Security Agreement**

TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Registered Trademarks

	Owner Name	Trademark	Registration Date	Registration Number
1.	Spanx, LLC (f/k/a Spanx, Inc.)	...YOU'LL LOOK RED HOT!	11/11/2014	4637015
2.	Spanx, LLC (f/k/a Spanx, Inc.)	ARM-BELIEVABLE!	4/24/2018	5453789
3.	Spanx, LLC (f/k/a Spanx, Inc.)	ASSETS	1/3/2012	4081374
4.	Spanx, LLC (f/k/a Spanx, Inc.)	ASSETS	11/28/2006	3178520
5.	Spanx, LLC (f/k/a Spanx, Inc.)	ASSETS (revised goods)	6/14/2011	3977584
6.	Spanx, LLC (f/k/a Spanx, Inc.)	ASSETS BY SPANX (2nd filing)	4/18/2017	5187988
7.	Spanx, LLC (f/k/a Spanx, Inc.)	ASSETS heart SPANX Design ASSETS ----- v SPANX -----	8/8/2017	5261222
8.	Spanx, LLC (f/k/a Spanx, Inc.)	ASSETS RED HOT LABEL	11/27/2012	4251501
9.	Spanx, LLC (f/k/a Spanx, Inc.)	BAGEL BUSTER	12/6/2011	4066403
10.	Spanx, LLC (f/k/a Spanx, Inc.)	BETTER BANDEAU	12/11/2018	5629666
11.	Spanx, LLC (f/k/a Spanx, Inc.)	BETTER BASE	6/8/2021	6381173
12.	Spanx, LLC (f/k/a Spanx, Inc.)	BOOSTIE-YAY!	11/12/2013	4433586
13.	Spanx, LLC (f/k/a Spanx, Inc.)	BOOTY BOOST	3/30/2021	6309075
14.	Spanx, LLC (f/k/a Spanx, Inc.)	BRA CHA CHA	5/31/2011	3971959
15.	Spanx, LLC (f/k/a Spanx, Inc.)	BRA-LIMINATE!	1/1/2013	4269665
16.	Spanx, LLC (f/k/a Spanx, Inc.)	BRA-LLELUJAH!	6/3/2008	3440341
17.	Spanx, LLC (f/k/a Spanx, Inc.)	BRA-LLYWOOD HILLS	5/29/2012	4151384
18.	Spanx, LLC (f/k/a Spanx, Inc.)	BREAST OF BOTH WORLDS	11/27/2018	5618095
19.	Spanx, LLC (f/k/a Spanx, Inc.)	BRILLIANT BRA	7/12/2011	3994693

	Owner Name	Trademark	Registration Date	Registration Number
20.	Spanx, LLC (f/k/a Spanx, Inc.)	BUTT NAKED...BUT BETTER	5/22/2018	5476930
21.	Spanx, LLC (f/k/a Spanx, Inc.)	COMFORT CRACK	9/1/2020	6142287
22.	Spanx, LLC (f/k/a Spanx, Inc.)	Design Only	9/23/2008	3506619
23.	Spanx, LLC (f/k/a Spanx, Inc.)	DON'T WORRY...WE'VE GOT YOUR BUTT COVERED!	7/16/2013	4367797
24.	Spanx, LLC (f/k/a Spanx, Inc.)	DOWN TO TUCK	8/17/2021	6456649
25.	Spanx, LLC (f/k/a Spanx, Inc.)	EASY ACCESS GUSSET	2/13/2018	5403673
26.	Spanx, LLC (f/k/a Spanx, Inc.)	FANTASTIC FIRMERS	6/3/2008	3440503
27.	Spanx, LLC (f/k/a Spanx, Inc.)	FEELS LIKE NOTHING. DOES EVERYTHING (Divisional of 20778-0438)	6/5/2018	5488324
28.	Spanx, LLC (f/k/a Spanx, Inc.)	FLAT GUT, GREAT BUTT!	11/14/2017	5333115
29.	Spanx, LLC (f/k/a Spanx, Inc.)	FOUR PLAY BRA	11/6/2018	5602261
30.	Spanx, LLC (f/k/a Spanx, Inc.)	HAUTE CONTOUR	8/25/2009	3673858
31.	Spanx, LLC (f/k/a Spanx, Inc.)	HIDE & SLEEK	6/3/2008	3440343
32.	Spanx, LLC (f/k/a Spanx, Inc.)	HIGH FALUTIN	9/18/2007	3295787
33.	Spanx, LLC (f/k/a Spanx, Inc.)	HIGHER POWER	12/6/2005	3024593
34.	Spanx, LLC (f/k/a Spanx, Inc.)	ILLUMINATE-HER	9/18/2018	5565914
35.	Spanx, LLC (f/k/a Spanx, Inc.)	JEAN-ISH	1/30/2018	5392024
36.	Spanx, LLC (f/k/a Spanx, Inc.)	LEG UP Principal Register	8/8/2017	5261230
37.	Spanx, LLC (f/k/a Spanx, Inc.)	LOUNGE-HOORAY!	9/6/2016	5036607
38.	Spanx, LLC (f/k/a Spanx, Inc.)	MADE BY MAMAS, FOR MAMAS	4/20/2021	6328890
39.	Spanx, LLC (f/k/a Spanx, Inc.)	Male Figure Design ("Blake") 	7/5/2011	3990177

	Owner Name	Trademark	Registration Date	Registration Number
40.	Spanx, LLC (f/k/a Spanx, Inc.)	MAMA MAGIC	2/12/2019	5676226
41.	Spanx, LLC (f/k/a Spanx, Inc.)	MANX	11/15/2011	4056710
42.	Spanx, LLC (f/k/a Spanx, Inc.)	MARVELOUS MAMA	9/28/2010	3853563
43.	Spanx, LLC (f/k/a Spanx, Inc.)	MORE BRA THAN LETTE!	10/10/2017	5307710
44.	Spanx, LLC (f/k/a Spanx, Inc.)	NOW YOU CAN HAVE YOUR SHAPE AND SEXY TOO!	3/2/2010	3755923
45.	Spanx, LLC (f/k/a Spanx, Inc.)	ON TOP AND IN CONTROL	6/5/2012	4154560
46.	Spanx, LLC (f/k/a Spanx, Inc.)	POWER CONCEAL-HER	2/5/2019	5670591
47.	Spanx, LLC (f/k/a Spanx, Inc.)	POWER MAMA	9/18/2007	3295788
48.	Spanx, LLC (f/k/a Spanx, Inc.)	POWER PANTIES	5/20/2003	2718162
49.	Spanx, LLC (f/k/a Spanx, Inc.)	PRINTED POWER	9/14/2021	6487225
50.	Spanx, LLC (f/k/a Spanx, Inc.)	READY-TO-WOW	10/29/2013	4425979
51.	Spanx, LLC (f/k/a Spanx, Inc.)	RED HOT BY SPANX (divided goods)	5/15/2018	5471554
52.	Spanx, LLC (f/k/a Spanx, Inc.)	RED HOT SPANX with Kiss Design RED HOT <small>BY SPANX</small>	4/24/2018	5455304
53.	Spanx, LLC (f/k/a Spanx, Inc.)	SHAPE MY DAY	9/22/2015	4819473
54.	Spanx, LLC (f/k/a Spanx, Inc.)	SKINNY BRITCHES	9/7/2010	3846246
55.	Spanx, LLC (f/k/a Spanx, Inc.)	SKINNY BRITCHES and design <i>Skippy Britches</i>	11/9/2010	3873204
56.	Spanx, LLC (f/k/a Spanx, Inc.)	SLIM COGNITO	6/3/2008	3440345
57.	Spanx, LLC (f/k/a Spanx, Inc.)	SLIM IS BUILT IN (divided goods)	5/7/2019	5747419
58.	Spanx, LLC (f/k/a Spanx, Inc.)	SLIMMER & SHINE	5/29/2012	4151386
59.	Spanx, LLC (f/k/a Spanx, Inc.)	SLIMPLICITY	7/27/2010	3826256

	Owner Name	Trademark	Registration Date	Registration Number
60.	Spanx, LLC (f/k/a Spanx, Inc.)	SLIM-X	11/2/2004	2900843
61.	Spanx, LLC (f/k/a Spanx, Inc.)	SPANX	6/26/2001	2464430
62.	Spanx, LLC (f/k/a Spanx, Inc.)	SPANX	10/6/2009	3691086
63.	Spanx, LLC (f/k/a Spanx, Inc.)	SPANX	2/28/2012	4105684
64.	Spanx, LLC (f/k/a Spanx, Inc.)	SPANX EVERY WEAR	4/3/2018	5438813
65.	Spanx, LLC (f/k/a Spanx, Inc.)	SPANX ILLUMINATE-HER	5/1/2018	5459892
66.	Spanx, LLC (f/k/a Spanx, Inc.)	SPANX MAMA	3/16/2021	6295523
67.	Spanx, LLC (f/k/a Spanx, Inc.)	SPANX POWER CONCEAL-HER	10/30/2018	5597644
68.	Spanx, LLC (f/k/a Spanx, Inc.)	SPANX SMART STRAPS	11/13/2018	5607479
69.	Spanx, LLC (f/k/a Spanx, Inc.)	SPANX SMART STRETCH	12/19/2017	5360357
70.	Spanx, LLC (f/k/a Spanx, Inc.)	STAR POWER BY SPANX	12/10/2013	4448721
71.	Spanx, LLC (f/k/a Spanx, Inc.)	THE DESSERT OF SHAPEWEAR	6/1/2010	3,796,851
72.	Spanx, LLC (f/k/a Spanx, Inc.)	THINSTINCTS	12/20/2016	5105120
73.	Spanx, LLC (f/k/a Spanx, Inc.)	THINTUITION	3/30/2021	6307620
74.	Spanx, LLC (f/k/a Spanx, Inc.)	TIGHT-END TIGHTS	6/3/2008	3440347
75.	Spanx, LLC (f/k/a Spanx, Inc.)	TOPNOTCH CROTCH	11/12/2019	5909342
76.	Spanx, LLC (f/k/a Spanx, Inc.)	TRUST YOUR THINSTINCTS	5/29/2012	4151385
77.	Spanx, LLC (f/k/a Spanx, Inc.)	TWO TIMIN'	8/16/2005	2984957
78.	Spanx, LLC (f/k/a Spanx, Inc.)	TWO-TIMING	4/11/2017	5182884
79.	Spanx, LLC (f/k/a Spanx, Inc.)	UNDER SCULPTURE	1/21/2020	5968669
80.	Spanx, LLC (f/k/a Spanx, Inc.)	UNDER STATEMENTS	2/12/2019	5676416
81.	Spanx, LLC (f/k/a Spanx, Inc.)	UNDIE-TECTABLE	6/22/2010	3808327
82.	Spanx, LLC (f/k/a Spanx, Inc.)	UP FOR ANYTHING	6/11/2019	5774928

	Owner Name	Trademark	Registration Date	Registration Number
83.	Spanx, LLC (f/k/a Spanx, Inc.)	UP FOR ANYTHING STRAPLESS	5/22/2018	5476730
84.	Spanx, LLC (f/k/a Spanx, Inc.)	WE PUT THE SKINNY IN THE JEANS	6/23/2015	4761534
85.	Spanx, LLC (f/k/a Spanx, Inc.)	WE'VE GOT YOUR BUTT COVERED	7/5/2005	2964893
86.	Spanx, LLC (f/k/a Spanx, Inc.)	WORKOUT TO WAVES (divided goods)	11/6/2018	5603422
87.	Spanx, LLC (f/k/a Spanx, Inc.)	WORLD'S BEST UNDIES...JUST SAYIN'	4/9/2019	5723855

2. Trademark Applications

	Owner Name	Trademark	Status	Application Date	Application Number
1.	Spanx, LLC (f/k/a Spanx, Inc.)	AHHH-LLELUJAH	Pending	8/9/2021	90873063