

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752556

| | | | |
|-----------------------------------|-------------------------------------|---------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Everlane, Inc. | | 08/26/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | 1903P Loan Agent, LLC | | |
| Street Address: | 800 Boylston Street | | |
| Internal Address: | 27th Floor | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02199 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 23 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6216938 | 100% HUMAN | |
| Registration Number: | 4313012 | EVERLANE | |
| Registration Number: | 5317857 | GOWEAVE | |
| Registration Number: | 6797542 | THE DREAM PANT | |
| Registration Number: | 6630510 | RELEATHER | |
| Registration Number: | 6598980 | | |
| Registration Number: | 6552749 | THE THERMOSTAT BASE LAYER | |
| Registration Number: | 6552748 | THE PARKLET SHIRTDRESS | |
| Registration Number: | 6488024 | THE PERFORM UNITARD | |
| Registration Number: | 6488023 | THE PERFORM TANK | |
| Registration Number: | 6488022 | THE PERFORM BRA | |
| Registration Number: | 6450602 | WAY-HIGH | |
| Registration Number: | 6343922 | CURVY CHEEKY | |
| Registration Number: | 6343921 | '90S CHEEKY | |
| Registration Number: | 6343920 | ORIGINAL CHEEKY | |
| Registration Number: | 6291249 | THE FOREVER SNEAKER | |
| Registration Number: | 6397224 | REKNIT | |
| Registration Number: | 6229053 | RECOTTON | |

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| Property Type | Number | Word Mark |
|----------------------|----------|---------------------|
| Registration Number: | 6229052 | RECASHMERE |
| Registration Number: | 6229051 | REWOOL |
| Registration Number: | 6167851 | THE PERFORM LEGGING |
| Registration Number: | 6037283 | BLACK FRIDAY FUND |
| Serial Number: | 88258501 | #DAMNGOODDENIM |

CORRESPONDENCE DATA

Fax Number: 2127446509

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: 2124726262

Email: rtucker@tuckerlatifi.com

Correspondent Name: Robert L Tucker

Address Line 1: 160 East 84th Street, Suite 5-E

Address Line 4: New York, NEW YORK 10028

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | Robert L. Tucker |
| SIGNATURE: | /Robert L. Tucker/ |
| DATE SIGNED: | 08/31/2022 |

Total Attachments: 6

source=Everlane - Gordon Brothers Trademark Security Agreement of 8-26-22 (Executed)#page1.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of August 26, 2022, by and among Everlane, Inc., a Delaware corporation (the “Grantor”), with its principal office at 2170 Folsom Street, San Francisco, CA 94110, and 1903P Loan Agent, LLC, with its principal office at 800 Boylston Street, 27th Floor, Boston, MA 02199, in its capacity as administrative agent and collateral agent (in such capacities, the “Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan, Security and Guarantee Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the Guarantors party thereto from time to time, the Agent, and the Lenders from time to time party thereto, the Lenders have agreed to make certain financial accommodations available to the Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantor pledged and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Credit Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges, collaterally assigns, and grants to the Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Obligations, a security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, or (ii) injury to the goodwill associated with any Trademark, and the right to

receive license fees, royalties, and other compensation under any Intellectual Property License with respect to Trademarks.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, on behalf of the Secured Parties, pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms 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 Credit 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 Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement that is an electronic signature transmitted by facsimile, emailed .pdf, or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Trademark Security Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed .pdf, or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Agent to accept electronic signatures in any form or format without its prior written consent and pursuant to procedures approved by it. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, AND JURY TRIAL WAIVER SET FORTH IN SECTION 14.15 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

EVERLANE, INC.,
a Delaware corporation

By: 
Name: Bill Wafford
Title: Chief Financial Officer

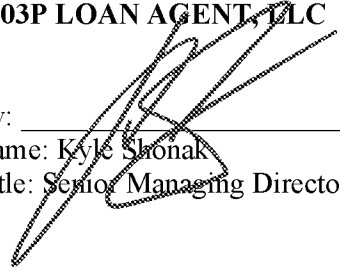
AGENT:

1903P LOAN AGENT, LLC


By: _____

Name: Kyle Skonak

Title: Senior Managing Director

A handwritten signature in black ink, appearing to read 'Kyle Skonak', is written over the signature line and extends into the name and title fields.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

| Trademark | App. Date | App. No. | Reg. Date | Reg. No. | Status | Owner |
|--|-----------|----------|-----------|----------|------------|----------------|
| 100% HUMAN | 21-Dec-16 | 87277198 | 8-Dec-20 | 6216938 | Registered | Everlane, Inc. |
| EVERLANE | 12-Aug-12 | 85701428 | 2-Apr-13 | 4313012 | Registered | Everlane, Inc. |
| GOWEAVE | 9-Mar-16 | 86934186 | 24-Oct-17 | 5317857 | Registered | Everlane, Inc. |
| THE DREAM PANT | 17-Sep-21 | 97032621 | 19-Jul-22 | 6797542 | Registered | Everlane, Inc. |
| RELEATHER | 15-Jan-21 | 90468318 | 25-Jan-22 | 6630510 | Registered | Everlane, Inc. |
| Trademark image  | 15-Sep-20 | 90181679 | 21-Dec-21 | 6598980 | Registered | Everlane, Inc. |
| THE THERMOSTAT BASE LAYER | 5-Jan-21 | 90448845 | 9-Nov-21 | 6552749 | Registered | Everlane, Inc. |
| THE PARKLET SHIRTDRESS | 5-Jan-21 | 90448821 | 9-Nov-21 | 6552748 | Registered | Everlane, Inc. |
| THE PERFORM UNITARD | 9-Sep-20 | 90168179 | 14-Sep-21 | 6488024 | Registered | Everlane, Inc. |
| THE PERFORM TANK | 9-Sep-20 | 90168161 | 14-Sep-21 | 6488023 | Registered | Everlane, Inc. |
| THE PERFORM BRA | 9-Sep-20 | 90168148 | 14-Sep-21 | 6488022 | Registered | Everlane, Inc. |
| WAY-HIGH | 22-Oct-20 | 90272111 | 10-Aug-21 | 6450602 | Registered | Everlane, Inc. |
| CURVY CHEEKY | 9-Sep-20 | 90168100 | 4-May-21 | 6343922 | Registered | Everlane, Inc. |
| '90S CHEEKY | 9-Sep-20 | 90168091 | 4-May-21 | 6343921 | Registered | Everlane, Inc. |
| ORIGINAL CHEEKY | 9-Sep-20 | 90168083 | 4-May-21 | 6343920 | Registered | Everlane, Inc. |
| THE FOREVER SNEAKER | 28-Jul-20 | 90078172 | 9-Mar-21 | 6291249 | Registered | Everlane, Inc. |
| REKNIT | 25-Jun-19 | 88488366 | 22-Jun-21 | 6397224 | Registered | Everlane, Inc. |
| RECOTTON | 25-Jun-19 | 88488374 | 22-Dec-20 | 6229053 | Registered | Everlane, Inc. |
| RECASHMERE | 25-Jun-19 | 88488348 | 22-Dec-20 | 6229052 | Registered | Everlane, Inc. |
| REWOL | 25-Jun-19 | 88488340 | 22-Dec-20 | 6229051 | Registered | Everlane, Inc. |

| Trademark | App. Date | App. No. | Reg. Date | Reg. No. | Status | Owner |
|---------------------|-----------|----------|-----------|----------|------------|----------------|
| THE PERFORM LEGGING | 27-Feb-20 | 88813352 | 6-Oct-20 | 6167851 | Registered | Everlane, Inc. |
| BLACK FRIDAY FUND | 5-Nov-19 | 88680643 | 21-Apr-20 | 6037283 | Registered | Everlane, Inc. |
| #DAMNGOODDENIM | 11-Jan-19 | 88258501 | -- | -- | Pending | Everlane, Inc. |

TRADEMARK

REEL: 007836 FRAME: 0949

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RECORDED: 08/31/2022