

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bailey Acquisition, L.L.C.		04/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
Bailey International, L.L.C.		04/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
Bailey Manufacturing, L.P.		04/13/2012	LIMITED PARTNERSHIP: DELAWARE
Bailey Manufacturing GP, L.L.C.		04/13/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	222 S. Riverside Plaza
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	a banking corporation: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	74295852	BAILEY
Serial Number:	74676335	CHIEF
Serial Number:	75826808	CHIEF
Serial Number:	77538202	MAXIM
Serial Number:	78622063	ONE 10 COMPANY GIVING 110% EVERY DAY
Serial Number:	78622860	BAILEY
Serial Number:	85342238	ONE TEAM. ONE PURPOSE.

CORRESPONDENCE DATA

900220965

TRADEMARK
 REEL: 004762 FRAME: 0150

CH \$190.00 74295852

Fax Number: 3126095005

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (312) 609-7838

Email: podonoghue@vedderprice.com

Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.

Address Line 1: 222 North LaSalle Street

Address Line 2: Suite 2500

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31417000056-D.SCHOENDORFF
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	04/20/2012

Total Attachments: 5

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the “**Confirmatory Assignment**”) is made effective as of April 13, 2012, by and from **BAILEY ACQUISITION, L.L.C.**, a Delaware limited liability company (“**Holdings**”), whose principal address is 300 N. LaSalle Street, Suite 5400, Chicago, IL 60654, **BAILEY INTERNATIONAL, L.L.C.**, a Delaware limited liability company (“**Bailey International**”), whose principal address is 2527 Westcott Blvd., Knoxville, Tennessee 37931, **BAILEY MANUFACTURING, L.P.**, a Delaware limited partnership (“**Manufacturing LP**”), whose principal address is 2527 Westcott Blvd., Knoxville, Tennessee 37931, and **BAILEY MANUFACTURING GP, L.L.C.**, a Delaware limited liability company (“**Manufacturing GP**”), whose principal address is 2527 Westcott Blvd., Knoxville, Tennessee 37931 (Holdings, Bailey International, Manufacturing LP and Manufacturing GP are referred to collectively as the “**Grantors**”, and each shall individually be referred to as “**Grantor**”), to and in favor of **FIFTH THIRD BANK**, whose principal address is 222 S. Riverside Plaza, 30th Floor, Chicago, Illinois 60606, as administrative agent (the “**Assignee**”) for the lenders (the “**Lenders**”) from time to time parties to that certain Loan Agreement dated as of the date hereof by and among Bailey International, Manufacturing LP, and Manufacturing GP (each a “**Borrower**” and, collectively, the “**Borrowers**”), Holdings, as a Guarantor, the other Loan Parties signatory thereto from time to time, Assignee, as administrative agent, and the Lenders, as such Loan Agreement may be amended or amended and restated or refinanced from time to time.

WHEREAS, the Borrowers (including each Grantor) and Holdings, as debtors, and Assignee, as secured party, have entered into a Security Agreement of even date herewith (as amended or amended and restated from time to time, the “**Security Agreement**”) pursuant to which each Grantor has granted Assignee, for the benefit of the Lenders, a security interest in substantially all of such Grantor’s personal property and assets;

WHEREAS, at least one of the Grantors is the owner of the patents (the “**Patents**”), the trademarks and the goodwill of the business in connection therewith (the “**Trademarks**”), and the copyrights (the “**Copyrights**”), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Security Agreement). Upon the payment in full of all Obligations (other than contingent and indemnification obligations for which no claim has been made) and termination of all commitments of the Lenders to lend or extend credit under the Loan Agreement and all other Obligations have terminated, Assignee shall, upon such satisfaction, promptly execute, acknowledge, and deliver to Grantor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

(b) Each of the Grantors hereby grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of such Grantor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by such Grantor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same. Notwithstanding anything to the contrary contained in this clause (b), the security interest created by this Confirmatory Assignment shall not extend to, and the term "Trademark" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered a Trademark hereunder and the security interest granted hereunder shall extend to such Trademark.

(c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(d) This Confirmatory Assignment shall be governed by the laws of the State of Illinois.

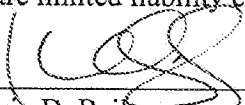
(Signature Pages Follow)

*(Signature Page to Confirmatory Assignment of Security Interest
in United States Patents, Trademarks, and Copyrights – Bailey)*

IN WITNESS WHEREOF, each of the Grantors has executed this Confirmatory Assignment effective as of the above-indicated date.

GRANTORS:

BAILEY INTERNATIONAL, L.L.C., a
Delaware limited liability company

By: 


Kevin D. Bailey
Chief Executive Officer

BAILEY MANUFACTURING, L.P., a
Delaware limited partnership

By: 

Kevin D. Bailey
Chief Executive Officer

**BAILEY MANUFACTURING GP,
L.L.C.**, a Delaware limited liability
company

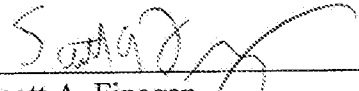
By: 

Kevin D. Bailey
Chief Executive Officer

*(Signature Page to Confirmatory Assignment of Security Interest
in United States Patents, Trademarks, and Copyrights -- Bailey)*

GRANTORS:

BAILEY ACQUISITION, L.L.C., a
Delaware limited liability company

By: 

Scott A. Finegan
Vice President and Secretary

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

EXHIBIT A

SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

Loan Party Name	Patents / Registration or Application Numbers and Jurisdictions	Trademarks / Registration or Application Numbers and Jurisdictions	Copyrights / Registration or Application Numbers and Jurisdictions
Bailey International, L.L.C.	USA 7350453	USA 74295852 USA 74676335 USA 75826808 USA 77538202 USA 78622063 USA 78622860 USA 85342238	None.