

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bollman Hat Company		09/20/2012	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	Sovereign Bank, N.A.
Street Address:	601 Penn Street
City:	Reading
State/Country:	PENNSYLVANIA
Postal Code:	19601
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	0519682	BAILEY
Registration Number:	3064138	BAILEY
Registration Number:	3101336	BAILEY OF HOLLYWOOD
Registration Number:	1696202	BETMAR
Registration Number:	2918641	BETMAR
Registration Number:	1140844	COUNTRY GENTLEMAN
Registration Number:	2525353	HELEN KAMINSKI
Registration Number:	2073385	HELEN KAMINSKI
Registration Number:	1733234	LITE FELT
Registration Number:	3014858	PANTROPIC
Registration Number:	3343597	PANTROPIC

**CORRESPONDENCE DATA**

Fax Number: 7172914660

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

CH \$290.00 0519682

*via US Mail.*

Phone: 717-299-5201  
Email: ipdocket@barley.com  
Correspondent Name: Scott F. Landis  
Address Line 1: PO Box 1559  
Address Line 4: Lancaster, PENNSYLVANIA 17608-1559

ATTORNEY DOCKET NUMBER:	15355-900
NAME OF SUBMITTER:	Scott F. Landis
Signature:	/scott f. landis/
Date:	12/03/2012

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated as of September 20, 2012, among BOLLMAN HAT COMPANY ("Grantor") and SOVEREIGN BANK, N.A. (the "Bank").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Intellectual Property Security Agreement, dated as of September 20, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among Grantor and Bank.

B. The rules of construction and other interpretive provisions specified in the Security Agreement shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 5(u) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Bank in Grantor's Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Bank and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Bank a security interest in all of such Grantor's rights, title and interest in and to the United States Trademark registrations and applications set forth in Exhibit A hereto (collectively, the "Collateral").

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Borrower's Obligations.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder

to, and the rights and remedies of, Bank with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF PENNSYLVANIA AND APPLICABLE FEDERAL LAWS GOVERNING THE COLLATERAL.**

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13(d) of the Security Agreement. All communications and notices hereunder to Grantor shall be given to it in case of the Company at the Company's address set forth in Section 13(d) of the Security Agreement.

SECTION 9. Expenses. Grantor agrees to reimburse the Bank for its reasonable, documented and invoiced out-of-pocket expenses in connection with this IP Security Agreement in accordance with Section 4.7 of the Loan Agreement.

SECTION 10. Release of Security Interest. In connection with the termination or release of Security Interests evidenced by the Security Agreement, the Bank shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release.

IN WITNESS WHEREOF, Grantor and the Bank have duly executed this IP Security Agreement as of the day and year first above written.

BOLLMAN HAT COMPANY

By: David A. Huber  
David A. Huber, Chief Financial Officer

SOVEREIGN BANK, N.A.

By: Philip B. Shober  
Philip B. Shober, Senior Vice President

Exhibit "A"

Collateral

Trademark	Registration No.	Registration Date
Bailey	519,682	January 10, 1950
Bailey	3,064,138	February 28, 2006
Bailey of Hollywood	3,101,336	June 6, 2006
Betmar	1,696,202	June 23, 1992
Betmar	2,918,641	January 18, 2005
Country Gentleman	1,140,844	October 28, 1980
Helen Kaminski	2,525,353	January 1, 2002
Helen Kaminski	2,073,385	June 24, 1997
Lite Felt	1,733,234	November 17, 1992
Pantropic	3,014,858	November 15, 2005
Pantropic	3,343,597	November 27, 2007