

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TSC Apparel, LLC		09/21/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street, 11th Floor		
Internal Address:	Mailcode: TX1-492-11-23		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4510681	EI-LO	
Registration Number:	2863091	TSC APPAREL	
Registration Number:	1420194	TULTEX	
Registration Number:	1733245	TULTEX	
Registration Number:	4408139	TULTEX	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<i>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.</i>			
Phone:	2146617324		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Avenue, Ste 3700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	BAN177/71008		
NAME OF SUBMITTER:	Shannon Bertino		
SIGNATURE:	/Shannon Bertino/		
DATE SIGNED:	12/04/2017		

OP \$140.00 4510681

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 21, 2017 (this “Agreement”), is made by TSC Apparel, LLC, an Ohio limited liability company (the “Grantor”), and Bank of America, N.A., as administrative agent (in such capacity, “Agent”). Reference is made to the Loan and Security Agreement dated as of September 21, 2017 (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), by, among others, the Grantor as a Borrower, the Lenders (defined therein) from time to time party thereto and Agent.

Lenders have agreed to extend credit to Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligation of Lenders to extend such credit is conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from such extension of credit pursuant to the Loan Agreement and is willing to execute and deliver this Agreement in order to induce Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor pursuant to the Loan Agreement did, and hereby does, grant to Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks listed on Schedule I hereto;
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Furtherance of Interests. The security interests granted to Agent herein are granted in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Loan Agreement and the other Loan Documents. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

TSC APPAREL, LLC, as Grantor

By: Tiffany Kosch
Name: Tiffany Kosch
Title: Vice President

AGENT:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: Lisa Huynh
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

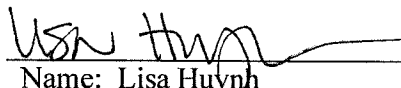
GRANTOR:

TSC APPAREL, LLC, as Grantor

By: _____
Name: Tiffany Kosch
Title: Vice President

AGENT:

BANK OF AMERICA, N.A., as Agent

By:  _____
Name: Lisa Huynh
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Owner	Cutout Status
EI-LO	4,510,681	Reg. Date: 04/08/2014	TSC Apparel, LLC	Registered
TSC Apparel & Design [swoosh]	2,863,091	Reg. Date: 07/13/2004	TSC Apparel, LLC	Registered
TULTEX	1,420,194	Reg. Date: 12/09/1986	TSC Apparel, LLC	Registered
TULTEX	1,733,245	Reg. Date: 11/17/1992	TSC Apparel, LLC	Registered
TULTEX	4,408,139	Reg. Date: 09/24/2013	TSC Apparel, LLC	Registered