

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sock and Accessory Brands Global, Inc., as Grantor		12/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sterling Business Credit LLC, as Administrative Agent		
Street Address:	8401 North Central Expressway, Suite 600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4928477		
Registration Number:	5247858	JEFF & BERT	
Registration Number:	5252500	REAL STUFF FOR REAL MEN	
Registration Number:	3887449	IQ	
Registration Number:	5185125	WOOL IQ	
Registration Number:	5264749	TOP SOX	
Registration Number:	4052584	SOCK UNIVERSITY	
Registration Number:	3602198	TEAM TS	
Registration Number:	3602134	TEAM TS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	erobinson@hunton.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree St., N.E., STE. 4100		
Address Line 2:	c/o Hunton & Williams LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Erika Robinson		

CH \$240.00 4928477

SIGNATURE:	/ErikaRobinson/
DATE SIGNED:	01/02/2018
Total Attachments: 4 source=Trademark - SABG (December 2017)#page1.tif source=Trademark - SABG (December 2017)#page2.tif source=Trademark - SABG (December 2017)#page3.tif source=Trademark - SABG (December 2017)#page4.tif	

TRADEMARK SECURITY AGREEMENT

December 13, 2017

WHEREAS, SOCK AND ACCESSORY BRANDS GLOBAL, INC., a Delaware corporation ("Grantor"), owns the Trademark Collateral (defined below); and

WHEREAS, Grantor, Twin City Knitting Company, Inc., Argyle Holdings, Inc., Sterling Business Credit LLC, as administrative agent ("Secured Party") and the lenders party thereto have entered into the certain Amended and Restated Loan and Security Agreement dated as of February 6, 2017 (as may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest, lien and collateral assignment in and to all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Proprietary Rights (as defined in the Loan Agreement), which includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further evidence the security interest, lien and collateral assignment granted to Administrative Agent by Grantor under the Loan Agreement, Grantor does hereby grant to Secured Party a continuing security interest, lien and collateral assignment in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application (other than any intent-to-use trademark applications to the extent such intent-to-use trademark application constitutes Excluded Property (as defined in the Loan Agreement)), including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and


(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto and the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and (b) injury to the goodwill associated with any trademark or trademark registration.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

GRANTOR:

SOCK AND ACCESSORY BRANDS GLOBAL, INC.

By: 
Name: Nicholas Barker
Title: Vice President and Secretary

SECURED PARTY:

STERLING BUSINESS CREDIT LLC,
as administrative agent

By: _____
Name: Tanner J. Pump
Title: First Vice President

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

GRANTOR:

SOCK AND ACCESSORY BRANDS GLOBAL, INC.

By: _____

Name: Nicholas Barker
Title: Vice President and Secretary

SECURED PARTY:

STERLING BUSINESS CREDIT LLC,
as administrative agent

By: _____


Name: Tanner J. Pump
Title: First Vice President

Schedule 1
to Trademark
Security Agreement

Credit Party	Registered Mark Name	Registration Number
SABG	Design (Dog with sock)	4,928,477
SABG	JEFF & BERT	5,247,858
SABG	REAL STUFF FOR REAL MEN	5,252,500
SABG	IQ	3,887,449
SABG	WOOL IQ	5,185,125
SABG	TOP SOX	5,264,749
SABG	SOCK UNIVERSITY	4,052,584
SABG	TEAM TS	3,602,198
SABG	TEAM TS	3,602,134