

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493901

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GUY & O'NEILL, INC.		10/15/2018	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT		
<b>Street Address:</b>	111 SOUTH WACKER DRIVE		
<b>Internal Address:</b>	36TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4752755	ALLY	
<b>Registration Number:</b>	5331090	CLEAN CUT	
<b>Registration Number:</b>	3897581	ECO-CHOICE	
<b>Registration Number:</b>	5331222	EVOKE	
<b>Registration Number:</b>	5331119	ZIPPY	
<b>Serial Number:</b>	87657744	GREEN & CLEAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312-577-8208		
<b>Email:</b>	alana.hernandez@kattenlaw.com		
<b>Correspondent Name:</b>	ALANA HERNANDEZ C/O KATTEN MUCHIN		
<b>Address Line 1:</b>	525 W MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	ALANA HERNANDEZ		
<b>SIGNATURE:</b>	/Alana Hernandez/		
<b>DATE SIGNED:</b>	10/15/2018		

CH \$165.00 4752755

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of October 15, 2018, by Guy & O’Neill, Inc., a Wisconsin corporation, having a principal office at 200 Industrial Drive, Fredonia, Wisconsin 53021 (“**Grantor**”), in favor of Twin Brook Capital Partners, LLC, a Delaware limited liability company, having a principal office at 111 South Wacker Drive, 36<sup>th</sup> Floor, Chicago, Illinois 60606, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

WITNESSETH

WHEREAS, Grantor, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of October 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 15, 2018, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement) including registrations and applications thereof, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark registration and application listed on Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GUY & O'NEILL, INC.**, a Wisconsin corporation

By: 

Name: Thomas C. Misgen

Title: Chief Executive Officer

Trademark Security Agreement

**TRADEMARK**  
**REEL: 006501 FRAME: 0128**

Agreed and accepted as of  
the date first written above:

**TWIN BROOK CAPITAL PARTNERS, LLC, as Agent**

By: 

Name: Drew Guyette

Title: Chief Credit Officer

Trademark Security Agreement

**TRADEMARK**  
**REEL: 006501 FRAME: 0129**

**SCHEDULE A**  
**Trademark Registrations**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ALLY	United States of America	REGISTERED	86-167794	01/16/2014	4,752,755	06/09/2015
CLEAN CUT	United States of America	REGISTERED	87-183572	09/26/2016	5,331,090	11/07/2017
ECO-CHOICE	United States of America	REGISTERED	77-273224	09/06/2007	3,897,581	12/28/2010
EVOKE	United States of America	REGISTERED	87-228339	11/07/2016	5,331,222	11/07/2017
ZIPPY	United States of America	REGISTERED	87-192447	10/04/2016	5,331,119	11/07/2017

**Trademark Applications**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Serial No.</b>	<b>Filing Date</b>
GREEN & CLEAN	United States of America	PENDING	87-657744	10/24/2017