

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535589

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Madsportstuff LLC		08/06/2019	Limited Liability Company: COLORADO
Argyle Holdings, Inc.		08/06/2019	Corporation: DELAWARE
Sock and Accessory Brands Global, Inc.		08/06/2019	Corporation: DELAWARE
Twin City Knitting Company, Inc.		08/06/2019	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5221862	MADSPORTSSTUFF
Registration Number:	3887449	IQ
Serial Number:	88507867	WHEEL HOUSE DESIGNS INC. NOVELTY SOCKS
Serial Number:	88286307	WHEEL HOUSE DESIGNS

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

TRADEMARK

ATTORNEY DOCKET NUMBER:	074658-18026
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	08/07/2019

Total Attachments: 5

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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Supplement”) made as of this 6th day of August, 2019, by and among MADSPORTSSTUFF LLC, a Colorado limited liability company (“Madsport”), SOCK AND ACCESSORY BRANDS GLOBAL, INC., a Delaware corporation (“SABG”), TWIN CITY KNITTING COMPANY, INC., a North Carolina corporation (“TCKC” together with SABG and Madsport and each other Person joined to the Credit Agreement as a borrower from time to time, collectively, the “Borrowers” and each a “Borrower”) and ARGYLE HOLDINGS, INC., a Delaware corporation (“Holdings” and together with Borrowers and any other Person that may hereafter become a party to the IP Security Agreement as a grantor of liens hereunder, collectively, “Grantors” and each a “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as “Agent” under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor “Agent” appointed under the Credit Agreement, the “Agent”):

W I T N E S S E T H

WHEREAS, TCKC, SABG, Holdings and Agent are parties to a certain Intellectual Property Security Agreement, dated as of April 18, 2018 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “IP Security Agreement”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, TCKC, SABG and Holdings have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in and to and lien upon all of such Grantor’s right, title and interest in, to and under the Intellectual Property Collateral of each such Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, pursuant to the IP Security Agreement, TCKC, SABG and Holdings have agreed that upon the addition of a new Loan Party to the Credit Agreement which owns any registerable Intellectual Property Collateral, Grantors shall deliver to Agent a Supplement to the IP Security Agreement in the form of Exhibit A thereto pursuant to which such new Loan Party shall grant a security interest in and lien upon all such Intellectual Property Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

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 by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of any security interest or lien by any Grantor in and upon any Collateral under the Credit Agreement or any of the Other Documents, to secure the prompt payment and performance of all Obligations to Agent and the other Secured Parties, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in and to and lien upon all of such Grantor’s right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the Intellectual Property Collateral owned by Madsport and SABG listed on Schedule I to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Representations and Warranties. Each Grantor hereby represents and warrants to Agent and to the other Secured Parties that Schedule I hereto sets forth a full, complete and correct list of all registerable Intellectual Property Collateral owned by any Grantor as of the date hereof not listed on Schedule 1 to the original IP Security Agreement or any Schedule to any other Supplement to the original IP Security Agreement delivered by any Grantor since the date thereof but prior to the date hereof.

Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement; all of the provisions of which IP Security Agreement are and remain in full force and effect as supplemented by this Supplement.

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IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

SOCK AND ACCESSORY BRANDS GLOBAL,
INC.

By: Brian T. Russel
Name: Brian Russel
Title: Vice President and Secretary

TWIN CITY KNITTING COMPANY, INC.

By: Brian T. Russel
Name: Brian Russel
Title: Vice President and Secretary

MADSPORTSSTUFF LLC.

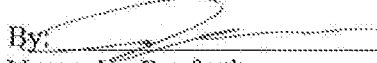
By: Brian T. Russel
Name: Brian Russel
Title: Vice President and Secretary

ARGYLE HOLDINGS, INC.

By: Brian T. Russel
Name: Brian Russel
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: 
Name: Jay Danforth
Title: Senior Vice President

SCHEDULE I

TO SUPPLEMENT TO INTELLECTUAL PROPERTY

SECURITY AGREEMENT DATED AUGUST 6, 2019

Registered Trademarks:

Owner	Registered Mark Name	Registration Number
MadSport	MadSportsStuff	5,221,862
SABG	IQ KIDS	3,887,449

Pending Trademarks:

Owner	Mark Name	Application Number
SABG	WHEEL HOUSE DESIGNS INC. NOVELTY SOCKS	88/507,867
SABG	WHEEL HOUSE DESIGNS	88/286,307

Registered Foreign Trademarks:

Owner	Jurisdiction	Registered Mark Name	Registration Number
MadSport	Australia	MadSportsStuff	1951004