

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imagewear Apparel, LLC		04/20/2023	Limited Liability Company: DELAWARE
Workwear Outfitters, LLC		04/20/2023	Limited Liability Company: DELAWARE
CritiCore, Inc.		04/20/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	6667182	BULWARK	
Registration Number:	6809291	BULWARK CP	
Registration Number:	6931373	BULWARK PROTECTION	
Registration Number:	6901742	BULWARK PROTECTION	
Registration Number:	6571091	HOODSHIELD	
Registration Number:	6584553		
Registration Number:	6932198	IA	
Registration Number:	6932197	IA	
Registration Number:	6932199	IA	
Registration Number:	6881503	IQ SERIES ADVANTAGE	
Registration Number:	6584314	SAFECINCH	
Registration Number:	6828364		
Registration Number:	6598619	TOOLBOX POCKET	
Registration Number:	6584485		
Registration Number:	6584315	WEATHERWEAVE	
Registration Number:	6584486		

CH \$1090.00 6667182

Property Type	Number	Word Mark
Registration Number:	5802254	SLEEP CLEAR
Registration Number:	5656683	CLEANROOM BEDDING
Registration Number:	2706171	WK
Serial Number:	97476610	BULWARK PROTECTION
Serial Number:	90886730	IA
Serial Number:	90886766	IA IMAGE AUTHORITY
Serial Number:	90886741	IA IMAGE AUTHORITY
Serial Number:	90886750	IA IMAGE AUTHORITY
Serial Number:	90886762	IA IMAGE AUTHORITY
Serial Number:	97779506	IMAGE AUTHORITY
Serial Number:	97779513	IMAGE AUTHORITY
Serial Number:	97779515	IMAGE AUTHORITY
Serial Number:	97815530	IMAGE AUTHORITY
Serial Number:	90575212	IQ SERIES ADVANTAGE
Serial Number:	97846479	MIMIX
Serial Number:	97846478	MIMIX
Serial Number:	90317483	RED KAP
Serial Number:	90317478	RED KAP · 1923 ·
Serial Number:	97647445	SMART SEAM
Serial Number:	97428115	WORKFITTER
Serial Number:	97428112	WORKFITTER
Serial Number:	97801076	W
Serial Number:	90774353	WORKWEAR OUTFITTERS
Serial Number:	97218129	CC
Serial Number:	97164062	CRITICORE PROTECTIVE WEAR
Serial Number:	97164043	CRITICORE
Serial Number:	97274313	GUARDRAILS

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592

Email: jnull@stblaw.com

Correspondent Name: Courtney Welshimer

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2346

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	04/21/2023
Total Attachments: 9 source=Workwear - Trademark Security Agreement (Executed)#page1.tif source=Workwear - Trademark Security Agreement (Executed)#page2.tif source=Workwear - Trademark Security Agreement (Executed)#page3.tif source=Workwear - Trademark Security Agreement (Executed)#page4.tif source=Workwear - Trademark Security Agreement (Executed)#page5.tif source=Workwear - Trademark Security Agreement (Executed)#page6.tif source=Workwear - Trademark Security Agreement (Executed)#page7.tif source=Workwear - Trademark Security Agreement (Executed)#page8.tif source=Workwear - Trademark Security Agreement (Executed)#page9.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 20, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified, this “Agreement”), by and between IMAGEWEAR APPAREL, LLC, a Delaware limited liability company (“Imagewear”), WORKWEAR OUTFITTERS, LLC, a Delaware limited liability company (“Workwear”), and CRITICORE, INC., a Delaware corporation (“Criticore”; and together with Imagewear and Workwear, each, a “Grantor”, and collectively, the “Grantors”) and JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent (together with any successor collateral agent permitted by the terms of the Credit Agreement referenced below, the “Collateral Agent”).

Reference is made to the Guarantee and Collateral Agreement, dated as of June 28, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors (as defined therein) and the Collateral Agent. The Lenders have agreed to extend credit to RCI Tide Parent, LLC, a Delaware limited liability company, subject to the terms and conditions set forth in the Credit Agreement referred to in the Collateral Agreement. The Grantors will derive substantial benefits from the extensions of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings specified in the Collateral Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as applicable, in full of the Obligations, the Grantors, pursuant to the Collateral Agreement, did and hereby do grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all right, title and interest in, to or under all of the following assets and properties of the Grantors now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future acquire any right, title or interest (in each case, excluding any Excluded Asset, collectively, the “Trademark Collateral”):

- (a) all United States Trademarks, including those United States Trademarks listed on Schedule I;
- (b) any and all claims for damages and injunctive relief for past, present and future infringement, misuse or misappropriation or other violation with respect to any such Trademarks, with the right, but not the obligation to sue for and collect or otherwise recover, such damages; and
- (c) all Proceeds and products of all such Trademarks and all collateral security, supporting obligations and guarantees given by any Person with respect to any such Trademarks.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the payment in full of the Obligations and the termination of the Collateral Agreement, at the request of the Grantors, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which constitute an original but all of which when taken together shall constitute a single contract.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Recordation. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

[Signature page follows]

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

IMAGEWEAR APPAREL, LLC as a Grantor

By: 

Name: Patrick Kopf

Title: Chief Financial Officer and Treasurer

WORKWEAR OUTFITTERS, LLC, as a Grantor

By: 

Name: Patrick Kopf

Title: Chief Financial Officer and Treasurer

CRITICORE, INC., as a Grantor

By: 

Name: Patrick Kopf

Title: Chief Financial Officer

[Signature to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: *Kody J. Nerios*
Name: Kody J. Nerios
Title: Authorized Officer

Schedule I

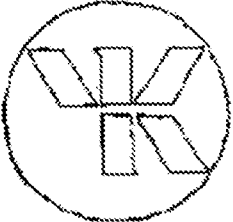
TRADEMARKS OWNED BY GRANTORS

Trademark	Application Date	Application Number	Registration Date	Registration Number	Applicant/Owner
BULWARK & Triangle Design BW 2019	6-May-2019	88416823	8-Mar-2022	6667182	Imagewear Apparel, LLC
BULWARK CP & Triangle Design Blue 2019	7-May-2019	88418299	2-Aug-2022	6809291	Imagewear Apparel, LLC
BULWARK PROTECTION	27-Jun-2022	97476610	n/a	n/a	Imagewear Apparel, LLC
BULWARK PROTECTION and Design	6-May-2019	88416831	20-Dec-2022	6931373	Imagewear Apparel, LLC
BULWARK PROTECTION and Design	6-May-2019	88984652	15-Nov-2022	6901742	Imagewear Apparel, LLC
HOODSHIELD	29-Jul-2020	90080815	23-Nov-2021	6571091	Imagewear Apparel, LLC
HoodShield Design	14-Aug-2020	90115192	7-Dec-2021	6584553	Imagewear Apparel, LLC
IA	17-Aug-2021	90886715	20-Dec-2022	6932198	Imagewear Apparel, LLC
IA	17-Aug-2021	90886712	20-Dec-2022	6932197	Imagewear Apparel, LLC

Trademark	Application Date	Application Number	Registration Date	Registration Number	Applicant/Owner
IA	17-Aug-2021	90886722	20-Dec-2022	6932199	Imagewear Apparel, LLC
IA	17-Aug-2021	90886730	n/a	n/a	Imagewear Apparel, LLC
IA IMAGE AUTHORITY	17-Aug-2021	90886766	n/a	n/a	Imagewear Apparel, LLC
IA IMAGE AUTHORITY	17-Aug-2021	90886741	n/a	n/a	Imagewear Apparel, LLC
IA IMAGE AUTHORITY	17-Aug-2021	90886750	n/a	n/a	Imagewear Apparel, LLC
IA IMAGE AUTHORITY	17-Aug-2021	90886762	n/a	n/a	Imagewear Apparel, LLC
IMAGE AUTHORITY	3-Feb-2023	97779506	n/a	n/a	Imagewear Apparel, LLC
IMAGE AUTHORITY	3-Feb-2023	97779513	n/a	n/a	Imagewear Apparel, LLC
IMAGE AUTHORITY	3-Feb-2023	97779515	n/a	n/a	Imagewear Apparel, LLC
IMAGE AUTHORITY	28-Feb-2023	97815530	n/a	n/a	Imagewear Apparel, LLC

Trademark	Application Date	Application Number	Registration Date	Registration Number	Applicant/Owner
IQ SERIES ADVANTAGE	12-Mar-2021	90575212	n/a	n/a	Imagewear Apparel, LLC
IQ SERIES ADVANTAGE	12-Mar-2021	90977893	18-Oct-2022	6881503	Imagewear Apparel, LLC
MIMIX	20-Mar-2023	97846479	n/a	n/a	Imagewear Apparel, LLC
MIMIX	20-Mar-2023	97846478	n/a	n/a	Imagewear Apparel, LLC
RED KAP	13-Nov-2020	90317483	n/a	n/a	Imagewear Apparel, LLC
RED KAP 1923 & Shield Design (Color)	13-Nov-2020	90317478	n/a	n/a	Imagewear Apparel, LLC
SAFECINCH	28-Apr-2020	88891488	7-Dec-2021	6584314	Imagewear Apparel, LLC
SafeCinch Design	21-Jul-2020	90064200	23-Aug-2022	6828364	Imagewear Apparel, LLC
SMART SEAM	25-Oct-2022	97647445	n/a	n/a	Imagewear Apparel, LLC
TOOLBOX POCKET	28-Apr-2020	88891478	21-Dec-2021	6598619	Imagewear Apparel, LLC

Trademark	Application Date	Application Number	Registration Date	Registration Number	Applicant/Owner
ToolboxPocket Design	21-Jul-2020	90064194	7-Dec-2021	6584485	Imagewear Apparel, LLC
WEATHERWEAVE	28-Apr-2020	88891631	7-Dec-2021	6584315	Imagewear Apparel, LLC
WeatherWeave Design	21-Jul-2020	90064220	7-Dec-2021	6584486	Imagewear Apparel, LLC
WORKFITTER	25-May-2022	97428115	n/a	n/a	Workwear Outfitters, LLC
WORKFITTER	25-May-2022	97428112	n/a	n/a	Workwear Outfitters, LLC
Workwear Logo	18-Feb-2023	97801076	n/a	n/a	Workwear Outfitters, LLC
WORKWEAR OUTFITTERS	15-Jun-2021	90774353	n/a	n/a	Workwear Outfitters, LLC
CC (and design) 	13-JAN-2022	97218129	n/a	n/a	CritiCore, Inc.
CRITICORE PROTECTIVE WEAR	9-DEC-2021	97164062	n/a	n/a	CritiCore, Inc.

Trademark	Application Date	Application Number	Registration Date	Registration Number	Applicant/Owner
CRITICORE	9-DEC-2021	97164043	n/a	n/a	CritiCore, Inc.
GUARDRAILS	18-FEB-2022	97274313	n/a	n/a	CritiCore, Inc.
SLEEP CLEAR	28-AUG-2018	88095674	9-JUL-2019	5802254	CritiCore, Inc.
CLEANROOM BEDDING	26-MAY-2017	87466178	15-JAN-2019	5656683	CritiCore, Inc.
WK (and design) 	16-APR-2001	76240055	15-APR-2003	2706171	CritiCore, Inc.