

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Notice of Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cherokee Manufacturing, Inc.		12/30/2010	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Business Capital Corp.		
<b>Street Address:</b>	401 Charmany Drive		
<b>City:</b>	Madison		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53719		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2571860	CHEROKEE	
Registration Number:	2541064	STRONGHOLD	
Registration Number:	2574176	CHEROKEE MANUFACTURING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)273-5198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414-273-3500		
<b>Email:</b>	bgilpin@gklaw.com		
<b>Correspondent Name:</b>	Brian G. Gilpin; Godfrey & Kahn, S.C.		
<b>Address Line 1:</b>	780 N. Water Street		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	057401-0085		
<b>NAME OF SUBMITTER:</b>	Brian G. Gilpin		
<b>Signature:</b>	/Brian G. Gilpin/		

CH \$90.00 2571860

900180733

**TRADEMARK**  
 REEL: 004448 FRAME: 0582

Date:

01/07/2011

Total Attachments: 2

source=cherokeetm#page1.tif

source=cherokeetm#page2.tif

**NOTICE OF TRADEMARK SECURITY AGREEMENT**  
(FOR RECORDATION PURPOSES)

This Notice of Trademark Security Agreement, dated as of December 30, 2010, is made with regard to CHEROKEE MANUFACTURING, INC., a Minnesota corporation, whose address and principal place of business is 501 East Richmond Street, South St. Paul, Minnesota 55075 (the "Debtor"), by FIRST BUSINESS CAPITAL CORP., with an address of 401 Charmany Drive, Madison, Wisconsin 53719 (the "Secured Party").

R E C I T A L S:

The Debtor and the Secured Party have entered into a Loan and Security Agreement dated as of December 30, 2010 (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Loan Agreement or otherwise, the Secured Party has required the execution and delivery of a Patent and Trademark Security Agreement (the "Trademark Security Agreement") by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement, the Trademark Security Agreement, and herein, the undersigned gives notice as follows:

Pursuant to the terms of the Trademark Security Agreement, Debtor has granted a security interest in favor of the Secured Party in and with respect to the entire right, title, and interest of Debtor in the trademarks identified in the attached schedule (the "Trademarks"), together with the goodwill of the business symbolized by said Trademarks.

IN WITNESS WHEREOF, the undersigned has executed this Notice of Trademark Security Agreement as of the date written above.

By: *Kurts Strelnieks*  
Kurts Strelnieks, Vice President


STATE OF WISCONSIN     )  
                                          )  
COUNTY OF DANE        )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2010 by Kurts Strelnieks, a Vice President for First Business Capital Corp., on behalf of the corporation.

*[Signature]*  
Notary Public, State of Wisconsin  
My commission 6/23/13

SCHEDULE

UNITED STATES TRADEMARKS

<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>APP NO./ REG. NO.</b>	<b>FILING DATE/REG. DATE</b>	<b>STATUS</b>
CHEROKEE	US	2,571,860	05/21/2002	Registered
STRONGHOLD	US	2,541,064	02/19/2002	Registered
	US	2,574,176	05/28/2002	Registered