

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

PARAMOUNT APPAREL INTERNATIONAL, INC.

- Individual(s)
- Partnership
- Corporation- State: MISSOURI
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

- Execution Date(s) 10/01/2012
- Assignment
  - Security Agreement
  - Other CORRECTED ASSIGNMENT - 900234933
  - Merger
  - Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: CIT BANK  
Street Address: 5420 LBJ Freeway, Suite 200  
City: Dallas  
State: TEXAS  
Country: USA Zip: 75240

- Individual(s) Citizenship \_\_\_\_\_
  - Association Citizenship \_\_\_\_\_
  - Partnership Citizenship \_\_\_\_\_
  - Limited Partnership Citizenship \_\_\_\_\_
  - Corporation Citizenship \_\_\_\_\_
  - Other National Bank Citizenship Delaware
- If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Nam H. Huynh  
Internal Address: Patton Boggs LLP  
Street Address: 2000 McKinney Avenue, Suite 1700  
City: Dallas  
State: TEXAS Zip: 75201  
Phone Number: 214-758-1500  
Docket Number: 024198.0108  
Email Address: shernandez@pattonboggs.com

**6. Total number of applications and registrations involved:**

23

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$PREV. PAID**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Nam H. Huynh  
Signature

10-18-2012  
Date

Nam H. Huynh

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

17

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**4. Application number(s) or registration number(s) and identification or description of the Trademark.****A. Trademark Application No.(s)**

85532258 I  
77948139 FASHION IS PARAMOUNT  
77948129 PAI INC  
77948135 PAI INC PARAMOUNT APPAREL INTERNATIONAL, INC. FASHION IS  
PARAMOUNT

**B. Trademark Registration No.(s)**

3572123 IMPERIAL  
0919433 IMPERIAL  
2693504 TURNING HEADS  
2662926  
2883528  
1911470 MERGE LEFT  
3069530 AUTHENTIC HEADWEAR  
2392371 COLLEGE CLASSICS  
2942160 913  
3052239 KID N' ME  
2942159 OARSMAN  
1810084 OARSMAN 913  
2942218 OARSMAN 913  
2490248 OARSMAN 913 RUGGED DURABLE  
1495198 P  
3026353 PARAMOUNT APPAREL INTERNATIONAL INC.  
2786282 PARAMOUNT APPAREL INTERNATIONAL INC.  
1843706 PARAMOUNT HEADWEAR  
3231703 PARAMOUNT OUTDOORS

*Execution Version*

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified from time to time, the "IP Security Agreement") dated as of October 1, 2012, is made by PARAMOUNT APPAREL INTERNATIONAL, INC., a Missouri corporation ("Grantor"), in favor of CIT BANK (together with its successors and assigns, "Lender").

WHEREAS, Grantor has entered into an Amended and Restated Loan and Security Agreement, dated as of August 23, 2008, as amended from time to time (including pursuant to that certain Second Amendment to Amended and Restated Loan and Security Agreement, dated on or about the date hereof, among Grantor and Bank (the "Second Amendment")), and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the "Loan Agreement," capitalized terms used but not defined herein shall have the meanings specified in the Loan Agreement;

WHEREAS, under the terms of the Loan Agreement and the other Loan Documents, Grantor has granted to Lender, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other applicable governmental agencies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

**SECTION 1. Definitions.** Capitalized terms used herein and not otherwise defined herein or in the Loan Agreement shall have the meanings ascribed thereto in the Uniform Commercial Code as in effect in the state of New York (the "UCC"). The following terms have the meanings set forth below:

(a) "Copyrights" means all of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof; *provided, that*, Grantor has identified on Schedule C attached hereto any of Grantor's Copyrights or Copyright registrations that are not assignable and thereby excluded herefrom.

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TRADEMARK  
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(b) "Copyright License" means any and all rights now owned or hereafter acquired by Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case only to the extent assignable by such Grantor.

(c) "Patents" shall mean one or all of the following now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto; *provided, that*, Grantor has identified on Schedule A attached hereto any of Grantor's Patents or Patent registrations that are not assignable and thereby excluded herefrom.

(d) "Patent License" shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case only to the extent assignable by such Grantor.

(e) "Trademarks" shall mean one or all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing; *provided, that*, Grantor has identified on Schedule B attached hereto any of Grantor's Trademarks or Trademark registrations that are not assignable thereby excluded herefrom.

(f) "Trademark License" shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case only to the extent assignable by such Grantor.

SECTION 2. Grant of Security. Grantor hereby grants to Lender, a security interest in all of such Grantor's right, title, and interest in and to the following (the "Collateral"):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all

goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR**

**PARAMOUNT APPAREL INTERNATIONAL,  
INC.**

By: *Mark Rubenstein*  
Name: Mark Rubenstein  
Title: Chairman / CEO

STATE OF MISSOURI

ACKNOWLEDGMENT

COUNTY OF CRAWFORD

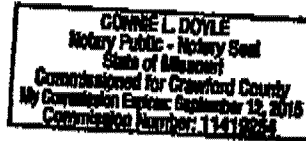
:  
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Before me, the undersigned, a Notary Public, on this 28<sup>th</sup> day of SEPTEMBER 2012, personally appeared MARK KUBOSZKIN, to me known personally, who, being by me duly sworn, did say that he is the CHAIRMAN of PARAMOUNT APPAREL INTERNATIONAL, INC. and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said MARK KUBOSZKIN acknowledged said instrument to be his free act and deed.

Notary Public

My Commission Expires: 9-12-2015

Conne L. Doyle



**SCHEDULE A**




**PATENTS**


**None**




DB04/0828820.0021/6969301.4 MD02



**SCHEDULE B****TRADEMARKS****US Trademark Applications/Registrations**

Mark/Name	Serial/Reg. No.	Brief Goods/Services
I (Stylized) 	SN:85-532258	(Int'l Class: 25) Apparel, namely, caps, hats, gloves, t-shirts, scarves, headbands, shirts, mittens, ties, outerwear, shorts, pants, shoes, sunglasses
IMPERIAL IMPERIAL	SN:77-508411 RN:3,572,123	(Int'l Class: 25) Headwear, namely, caps, hats, visors
IMPERIAL	SN:72-381673 RN:919,433	(Int'l Class: 25) Headwear-namely, men's hats and caps
TURNING HEADS	SN:78-127127 RN:2,693,504	(Int'l Class: 25) Headwear, namely, caps, visors, and hats
	SN:76-369822 RN:2,662,926	(Int'l Class: 25) Hats
	SN:76-335891 RN:2,883,528	(Int'l Class: 25) Hats
MERGE LEFT	SN:74-448380 RN:1,911,470	(Int'l Class: 25) Ties, [vests,] boxers shorts, hats, caps, shirts, jackets and scarves
AUTHENTIC HEADWEAR	SN:78-479431 RN:3,069,530	(Int'l Class: 25) Caps, hats and headwear
COLLEGE CLASSICS	SN:75-800383 RN:2,392,371	(Int'l Class: 25) Neckties [, boxer shorts, sweatshirts, t-shirts, caps, hats, sport shirts and scarves ]

Mark/Name	Serial/Reg. No.	Brief Goods/Services
913	SN:78-405996 RN:2,942,160	(Int'l Class: 18) Tote bags (Int'l Class: 24) Towels; ] stadium blankets distributed with a holding case (Int'l Class: 25) Clothing, namely, t-shirts, sweatshirts, jackets, fleece shirts, crew shirts, polo shirts, pullovers, windshirts, hats, and caps
FASHION PARAMOUNT  PARAMOUNT PARAMOUNT	IS SN:77-948139	(Int'l Class: 18) Tote bags; sport bags; messenger bags; luggage; wallets; purses; umbrellas; backpacks (Int'l Class: 25) Headwear; caps; hats; visors; knit hats; straw hats; headbands; hat bands; scarves; shirts; t-shirts; sweatshirts; polo shirts; tank tops; sweaters;... (Int'l Class: 40) Custom embroidering; embroidery services; apparel embroidery services; silk screen printing; direct-to-garment printing services; imprinting images on headwear and apparel; sewing... (Int'l Class: 42) Custom design of apparel and headwear based on the personal selections made by customers; fashion design consulting services; custom design...
KID N' ME  KID N' ME	SN:76-582551 RN:3,052,239	(Int'l Class: 25) Clothing, namely, t-shirts, bodysuits, rompers, stocking caps, cloth baby bibs, sweatshirts, shorts, jerseys. [ baseball shirts, ] and pants [ and baseball caps ]
OARSMAN	SN:78-405973 RN:2,942,159	(Int'l Class: 18) Tote bags (Int'l Class: 24) Towels; [ stadium blankets distributed with a holding case ] (Int'l Class: 25) Clothing, namely, t-shirts, sweatshirts, jackets, fleece shirts, crew shirts, polo shirts, pullovers, windshirts, hats, and caps
OARSMAN 913 and Design 	SN:74-235279 RN:1,810,084	(Int'l Class: 25) Sweaters, polo shirts, and sweatshirts
OARSMAN 913 and Design  55	SN:78-492495 RN:2,942,218	(Int'l Class: 25) Sweaters, polo shirts, and sweatshirts
OARSMAN 913 RUGGED	SN:75-917837	(Int'l Class: 18) Tote bags

Mark/Name	Serial/Reg. No.	Brief Goods/Services
DURABLE and Design 	RN:2,490,248	(Int'l Class: 20) Throw pillows ] (Int'l Class: 24) Towels; [ stadium blankets distributed with a holding case ] (Int'l Class: 25) Clothing, namely, t-shirts, sweatshirts, jackets, fleece shirts, crew shirts, polo shirts, pullovers, windshirts, hats, and caps
P and Design 	SN:73-692641 RN:1,495,198	(Int'l Class: 25) Headwear
PAI INC PAI INC	SN:77-948129	(Int'l Class: 18) Tote bags; sport bags; messenger bags; luggage; wallets; purses; umbrellas; backpacks (Int'l Class: 25) Headwear; caps; hats; visors; knit hats; straw hats; headbands; hat bands; scarves; shirts; t-shirts; sweatshirts; polo shirts; tank tops; sweaters;... (Int'l Class: 40) Custom embroidering; embroidery services; apparel embroidery services; silk screen printing; direct-to-garment printing services; imprinting images on headwear and apparel; sewing... (Int'l Class: 42) Custom design of apparel and headwear based on the personal selections made by customers; fashion design consulting services; custom design...
PAI INC PARAMOUNT APPAREL INTERNATIONAL, INC FASHION IS PARAMOUNT (Stylized) 	SN:77-948135	(Int'l Class: 18) Tote bags; sport bags; messenger bags; luggage; wallets; purses; umbrellas; backpacks (Int'l Class: 25) Headwear; caps; hats; visors; knit hats; straw hats; headbands; hat bands; scarves; shirts; t-shirts; sweatshirts; polo shirts; tank tops; sweaters;... (Int'l Class: 40) Custom embroidering; embroidery services; apparel embroidery services; silk screen printing; direct-to-garment printing services; imprinting images on headwear and apparel; sewing... (Int'l Class: 42) Custom design of apparel and headwear based on the personal selections made by customers; fashion design consulting services; custom design...
PARAMOUNT APPAREL INTERNATIONAL INC.	SN:78-132797 RN:3,026,353	(Int'l Class: 25) Caps, hats, visors, knit hats, straw hats, scarves, t-shirts, sweatshirts and gloves
PARAMOUNT APPAREL INTERNATIONAL INC.	SN:78-132802 RN:2,786,282	(Int'l Class: 25) Caps, hats, visors, knit hats, straw hats, scarves, t-shirts, sweatshirts and gloves

Mark/Name and Design	Serial/Reg. No.	Brief Goods/Services
<del>PARAMOUNT</del> PARAMOUNT HEADWEAR	SN:74-302442 RN:1,843,706	(Int'l Class: 25) Headwear and scarves
PARAMOUNT OUTDOORS	SN:78-977982 RN:3,231,703	(Int'l Class: 25) Hunting, fishing, camping and camouflage apparel, namely, headwear, caps and hats, shirts

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**SCHEDULE C**

**COPYRIGHTS**

**None**

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1

Stylesheet Version v1.1

<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>
PARAMOUNT APPAREL INTERNATIONAL, INC.		10/01/2012	CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT BANK		
<b>Street Address:</b>	5420 LBJ FREEWAY, SUITE 200		
<b>Internal Address:</b>	TWO LINCOLN CENTRE		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	COMPANY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85532258		
<b>Registration Number:</b>	3572123	IMPERIAL	
<b>Registration Number:</b>	0919433	IMPERIAL	
<b>Registration Number:</b>	2693504	TURNING HEADS	

Assignment

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Registration Number:	3231703	PARAMOUNT OUTDOORS
<b>CORRESPONDENCE DATA</b>		
Fax Number:	2147581550	
Phone:	214-758-1500	
Email:	shernandez@pattonboggs.com	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Nam H. Huynh	
Address Line 1:	2000 McKinney Avenue, Suite 1700	
Address Line 2:	Patton Boggs LLP	
Address Line 4:	Dallas, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	024198.0108	
NAME OF SUBMITTER:	Nam H. Huynh	
Signature:	/Nam H. Huynh/	
Date:	10/02/2012	
<b>Total Attachments: 11</b> source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif source=IPSA#page7.tif source=IPSA#page8.tif source=IPSA#page9.tif source=IPSA#page10.tif source=IPSA#page11.tif		
<b>RECEIPT INFORMATION</b>		
ETAS ID:	TM247390	
Receipt Date:	10/02/2012	
Fee Amount:	\$590	

file:///C:/Documents and Settings/srh2/Local Settings/Temporary Internet Files/OLK23/EA... 10/2/2012

TRADEMARK

RECORDED: 10/26/2012

REEL: 004893 FRAME: 0568