

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marlena International, L.L.C.		12/05/2012	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Claritas Capital Specialty Debt Fund, L.P.		
Street Address:	1600 Division Street, Suite 700		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3738649	COMFORTWEAR	
Registration Number:	2603235	COMFORTWEAR	
Registration Number:	2639596	COMFORTWEAVE	
Registration Number:	3310282	F5	
Registration Number:	2157729	M	
Registration Number:	2103477	MARENA	
Registration Number:	4014424	MARENA	
Serial Number:	85492623	SHAPZME BY MARENA	
CORRESPONDENCE DATA			
Fax Number:	6152483040		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6152523552		
Email:	mward@babco.com		

OP \$215.00 3738649

Correspondent Name: Mary C. Ward  
Address Line 1: 1600 Division Street, Suite 700  
Address Line 4: Nashville, TENNESSEE 37203

ATTORNEY DOCKET NUMBER: 110909-301004

NAME OF SUBMITTER: Mary C. Ward

Signature: /Mary C. Ward/

Date: 12/20/2012

Total Attachments: 4  
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## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement") is made as of December 5, 2012, by CLARITAS CAPITAL SPECIALTY DEBT FUND, L.P. ("Lender"), a Delaware limited partnership; and MARLENA INTERNATIONAL, L.L.C. ("Debtor"), a Georgia limited liability company.

### RECITALS:

A. Pursuant to that Loan Agreement dated as of the date hereof by and among Lender, Debtor, and certain other parties, Lender has agreed to extend credit, on certain terms and conditions (capitalized terms not otherwise defined herein have the meanings given under the Loan Agreement).

B. Obligors (including Debtor) have granted to Lender a security interest in all of their personal property and fixtures pursuant to that Security Agreement among Borrowers and Lender dated as of the date hereof (the "Security Agreement").

C. Debtor wishes to execute this Agreement to supplement the terms of the Security Agreement and to place of record Debtor's grant of a security interest to Lender in Debtor's trademarks registered in the United States.

### AGREEMENT:

NOW THEREFORE, as an inducement to cause Lender to extend credit to Borrowers, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. UCC Security Interest in Registered Trademarks and Patents. Debtor hereby grants to Lender a security interest in the trademark and patent registrations of record with the United States Trademark and Patent Office (the "USPTO") owned by Debtor and described in Schedule A hereto and all goodwill and other Property associated therewith.

2. Recordation. Debtor authorizes Lender to record this Agreement with the USPTO.

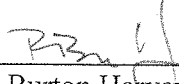
3. Other Agreements. This Agreement is executed to supplement and further evidence the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement, and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, the Security Agreement, or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy arising under this Agreement.

This Trademark and Patent Security Agreement is dated as of the date first written above.

LENDER:

**CLARITAS CAPITAL SPECIALTY DEBT FUND,  
L.P.**

By: CCSD, GP, LLC,  
a Delaware limited liability company,  
as General Partner

By:   
R. Burton Harvey, Manager

DEBTOR:

**MARLENA INTERNATIONAL, L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This Trademark and Patent Security Agreement is dated as of the date first written above.

LENDER:

**CLARITAS CAPITAL SPECIALTY DEBT FUND,  
L.P.**

By: CCSD, GP, LLC,  
a Delaware limited liability company,  
as General Partner

By: \_\_\_\_\_  
R. Burton Harvey, Manager

DEBTOR:

**MARLENA INTERNATIONAL, L.L.C.**

By: *Vera Watkins*  
Name: *Vera Watkins*  
Title: *Manager*

**Schedule A**

**Trademarks**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
COMFORTWEAR (Principal Register)	77/460464	04/29/2008	3738649	01/19/2010
COMFORTWEAR (Supplemental Register)	78/048484	02/15/2001	2603235	07/30/2002
COMFORTWEAVE	78/050829	03/01/2001	2639596	10/22/2002
F5 DESIGN	76/653558	01/17/2006	3310282	10/16/2007
M DESIGN	75/212547	12/12/1996	2157729	05/12/1998
MARENA	75/187664	10/25/1996	2103477	10/07/1997
MARENA (for apparel)	77/966235	03/23/2010	4014424	08/23/2011
SHAPZME BY MARENA	85/492623	12/12/2011		

**Patents**

<b>Title</b>	<b>Application No./Patent No.</b>	<b>Date Filed/Date Issued</b>
POSTOPERATIVE WOUND PROTECTION	5,994,612	11/30/1999
POSTOPERATIVE WOUND.../DIVISIONAL	6,063,049	05/21/1999
POSTOPERATIVE WOUND.../CONTINUATION	6,223,782	05/01/2001
MEASURING ARTICLE AND MEHOD FOR...	6,415,525	07/09/2002
GENITAL COVERING GARMENT	5,832,535	09/11/1997
NURSING BRA	6,074,273	12/28/1998

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