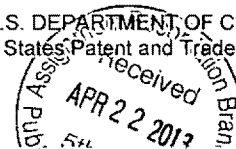


04/22/2013

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 1)103657499
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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

1. Name of conveying party(ies):

F5 DESIGN

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Georgia
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☒ Yes ☐ No

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

Execution Date(s) December 5, 2012

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: BRANCH BANKING AND TRUST COMPANY

Street Address: P. O. Box 1290

City: Whiteville

State: NC

Country: USA Zip: 28472

- ☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Banking Corp Citizenship

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)

3310282

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: Bradley E. Wahl

Internal Address:

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta

State: Georgia

Zip: 30363

Phone Number: 404-322-6250

Docket Number:

Email Address:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$40.00

paid

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Signature

Bradley E. Wahl

Name of Person Signing

1-17-2013

Date

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

9

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**TRADEMARK**
REEL: 005016 FRAME: 0127Re
04-18-13

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of December 2, 2012 by **MARLENA INTERNATIONAL, LLC** ("Marlena International" or "Debtor") and **BRANCH BANKING AND TRUST COMPANY** ("Bank").

WITNESSETH:

WHEREAS, Bank and **THE MARENA GROUP, INC.** ("Borrower"), **LM GROUP, LLC** ("LM Group") and the Debtor have made and entered into a certain Loan Agreement, dated as of even date herewith (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"); and

WHEREAS, Debtor and LM Group (collectively, the "Guarantors") have guaranteed the obligations of Borrower to the Bank pursuant to a Guaranty, dated as of even date herewith (as amended, modified, supplemented and restated from time to time, the "Guaranty Agreement"); and

WHEREAS, the financial accommodations to be extended to the Borrower under the Loan Documents will inure to the benefit of Borrower and Debtor; and

WHEREAS, Bank has required, as a condition to the extension of financial accommodations to be extended to Borrower under the Loan Agreement, that Debtor pledges to Bank and grant to Bank a Lien on and in all "Trademarks" (as defined herein) as security for all obligations, duties, indebtedness and liabilities of Debtor, the other Guarantors and Borrower to Bank, whether now existing or hereafter arising and howsoever incurred or evidenced (collectively, the "Obligations"), including Debtor's Obligations under the Guaranty; and

WHEREAS, Debtor is willing to execute and deliver this Agreement in order to induce Bank to make financial accommodations set forth in the Loan Documents;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Debtor and Bank hereby agrees as follows:

1. Defined Terms. Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants, assigns, transfers and pledges to the Bank, a security interest in and lien on as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default, all of Debtor's right, title and interest in and to the following, whether, now existing or hereafter

acquired: (i) (a) all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications used in Debtor's business, including those listed on Schedule I attached hereto and made a part hereof, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (e) the goodwill of Debtor's business symbolized by the foregoing and connected therewith, (f) all of Debtor's rights corresponding thereto throughout the world, and (g) all other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(g) in this Section 2(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"), and (ii) the goodwill of Debtor's business connected with and symbolized by the Trademarks.

3. New Trademarks. Debtor represents and warrants that as of the date hereof (a) the Trademarks listed on Schedule 1 are a true, accurate and complete list of all of Debtor's Trademarks registered in the United States of America, and (b) from and after the date hereof no Liens in such Trademarks have been granted by Debtor to any person or entity, other than the Bank and except as permitted in the Loan Agreement. If, prior to payment in full of the Obligations and the termination of this Agreement, any Debtor shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of Section 2 above shall automatically apply thereto, provided that Debtor shall not be under any obligation to take any steps or incur any costs to enforce, create or perfect any lien or security interest in any Trademarks registered outside of the United States of America, including, without limitation any filing, recordation, notice or otherwise in any country other than the United States of America. Debtor shall give to the Bank written notice of the acquisition of new Trademarks registered in the United States of America promptly after the occurrence thereof. Debtor may, and hereby authorizes the Bank to, modify this Agreement unilaterally upon Debtor's notice to the Bank (i) by amending Schedule I to include any such future Trademarks registered in the United States of America and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I thereto, as the case may be, such future Trademarks.

4. Grant of License. Bank hereby grants to Debtor the royalty-free, exclusive, right and license to make, have made, use, and sell, and to sublicense, the inventions disclosed and claimed in the Trademarks for Debtor's own benefit and account and for none other. Such right and license shall be exercisable by Debtor at all times except upon the occurrence and during the continuance of an Event of Default. Except as otherwise permitted by Loan Documents, Debtor agrees not to sell or assign its interest in the right and license granted to it in this Section without the prior written consent of Bank.

5. Royalties. Debtor hereby agrees that the use by the Bank of the Trademarks as authorized hereunder in connection with the Bank's exercise of its rights and remedies hereunder or pursuant to any Loan Document shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Debtor.

6. Duties of the Debtor. Debtor shall have the duty, to the extent desirable in the normal conduct of its business, to (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) make application on untrademarked but trademarkable items, as appropriate, giving due consideration to value, importance, cost, and opinion of counsel as to trademarkability, (c) preserve, maintain, and enforce against infringement all Trademarks (other than nonpayment of renewal fees on trademarks which are not necessary or useful in the conduct of Debtor's business or operations, if so consented to by Bank), and (d) license and sublicense its Trademarks in the ordinary course of business. Debtor further agrees (i) not to abandon any registered Trademark material to the conduct of its business without the prior written consent of the Bank, unless not used in its business or if such abandonment is otherwise desirable to Debtor in the ordinary course of its business, and (ii) to maintain in full force and effect the registered Trademarks material to the conduct of its business. Any expenses incurred in connection with the foregoing shall be borne by Debtor. The Bank shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Bank may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the account of Debtor and shall be added to the Obligations secured hereby.

7. Power of Attorney; Cumulative Remedies. Debtor hereby irrevocably designates, constitutes and appoints the Bank (and all officers and Banks of the Bank designated by the Bank in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes the Bank and any of the Bank's designees, in Debtor's or the Bank's name, upon the occurrence and during the continuation of an Event of Default, to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, and consistent with existing license agreements, including, without limitation, to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Bank deems in its best interest. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

8. Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns. Debtor's successors and assigns shall include, without limitation, a receiver or a trustee of Debtor; provided, however, that Debtor shall not voluntarily assign or transfer its rights or obligations hereunder without the Bank's prior written consent.

9. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia, without reference to the conflicts or choice of law principles thereof.

10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement or Security Agreement, as applicable.

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

DEBTOR:

MARLENA INTERNATIONAL, LLC

By: Vera Watters
Name: Vera Watters
Title: Manager

Agreed and Accepted as of this December 5, 2012

BRANCH BANKING AND TRUST COMPANY

By: Hans Gamliel
Name: HANS GAMLIEN
Title: Sr. Vice President

STATE OF GEORGIA)
)ss.:
COUNTY OF FULTON)

The foregoing Trademark Security Agreement as executed and acknowledged before me this December 3, 2012 by Vera Watkins, personally known to me to be an officer or manager of **MARLENA INTERNATIONAL, LLC**, on behalf of such company.

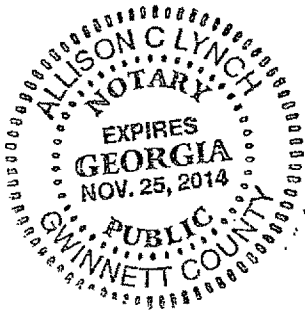


Darlene Withers
Notary Public
My Commission expires: 8-24-2014

STATE OF GEORGIA)
)ss.:
COUNTY OF FULTON)

The foregoing Trademark Security Agreement as executed and acknowledged before me this December 5, 2012 by Hans Gamblen, personally known to me to be an officer of **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, on behalf of said Bank.

(SEAL)



Allison C. Lynch
Notary Public
My Commission expires: 11-25-2014

Schedule 1
To
Trademark Security Agreement

Dated as of December 5, 2012

Current Trademarks

Trademark/Owner	Registration Number	Registration Date
M DESIGN	2157729	05/12/1998
MARENA	2103477	10/07/1997
MARENA	4014424	08/23/2011
COMFORTWEAVE	2639596	10/22/2002
F5 DESIGN	3310282	10/16/2007
COMFORTWEAR	3738649	01/19/2010
COMFORTWEAR	2603235	07/30/2002

Trademarks Applications

Trademark/Owner	Application Number	<u>Date</u>
SHAPZME BY MARENA/MARLENA INTERNATIONAL, LLC	85/492623	12/12/2011