

## 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
City Gear, LLC		08/30/2013	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	424 Church Street, Suite 600		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85668334	CITY G.E.A.R	
Serial Number:	85668393	CITY G.E.A.R	
Serial Number:	85837516	CITY G.E.A.R.	
Serial Number:	85691443	CITY GEAR	
Serial Number:	85974632	GRINDHOUSE DENIM CO.	
Registration Number:	3479737	DEVEROES	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		

CH \$165.00 85668334

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4118907

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 09/19/2013

Total Attachments: 5  
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## TRADEMARK COLLATERAL AGREEMENT

This 30th day of August, 2013, City Gear, LLC, a Tennessee limited liability company (f/k/a Shelmar Retail Partners, LLC) (“*Debtor*”) with its principal place of business and mailing address at 4841 Summer Avenue, Memphis, Tennessee 38122, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation (“*Fifth Third*”), with its mailing address at 424 Church Street, Suite 600, Nashville, Tennessee 37219, and its successors and assigns (the “*Lender*”), and grants to the Lender a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as defined and set out in that certain Credit Agreement dated as of June 28, 2012 (as amended by the First Amendment to Credit Agreement dated as of June 26, 2013 and by the Second Amendment to Credit Agreement dated as the date hereof) between the Debtor and the Lender, as the same may be further amended, modified, or restated from time to time (the “*Credit Agreement*”).

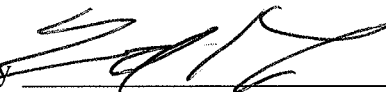
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Lender of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a statement of use pursuant to 15 U.S.C. §1051 (c) or (d) (a “*Statement of Use*”) having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Applications are pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Lender on such Intent-to-Use Applications as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office with respect to any such Intent-to-Use Applications, then such application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CITY GEAR, LLC, a Tennessee limited liability company

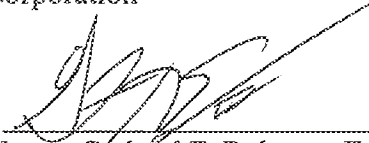
By 

Michael E. Longo, President

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, an Ohio banking  
corporation

By



\_\_\_\_\_  
Name: Garland F. Robeson IV

Title: Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
CITY GEAR logo for retail clothing Stores	Not yet registered; Ser. No. 85/668,334	Filed on 7/3/2012
CITY GEAR logo for full line of clothing and footwear	Not yet registered; Ser. No. 85/668,393	Filed on 7/3/2012
B&W CITY GEAR Logo	Not yet registered; Ser. No. 85/837,516	Filed on 1/31/2013
CITY GEAR word mark	Not yet registered; Ser. No. 85/691,443	Filed on 7/31/2012
GRINDHOUSE DENIM word mark	Not yet registered; Ser. No. 85/974,632	Filed on 7/1/2013
DEVEROES logo	3,479,737	8/5/2008