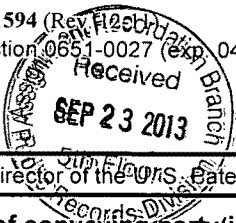


09/23/2013



103662126

ET

MRD 09-23-13

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):

Boxercraft, Incorporated

- Individual(s)
- Partnership
- Corporation- State: Georgia, United States
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Georgia, United States

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 12, 2013

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Capital Business Credit LLC

Street Address: 11121 Carmel Commons Blvd., Suite 270

City: Charlotte

State: North Carolina

Country: United States Zip: 28226

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other LLC Citizenship United States

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)

See attached Sheet

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: John M. Flynn

Internal Address:

Street Address: 235 N. Edgeworth Street

City: Greensboro

State: North Carolina Zip: 27401

Phone Number: (336) 478-1146

Docket Number:

Email Address: jmf@crlaw.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$440.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/24/2013 KMCUYEN1 00000073 3421602
 Deposit Account Number 400.00 OP
 62 FC:8322 400.00 OP
 Authorized User Name

9. Signature:

Susan R. Hayes
Signature

9-18-13
Date

Susan R. Hayes

Name of Person Signing

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

14

RECORDATION FORM COVER SHEET

Item 4

Trademarks Registered

Trademark	Jurisdiction	Registration No.	Registration Date
ATLANTIC AFGHANS	US	3,421,602	5/6/2008
ATLANTIC AFGHANS & Design	US	3,421,603	5/6/2008
BOXER REBELLION	US	4,374,374	7/30/2013
BOXERCRAFT	US	3,479,785	8/5/2008
BOXERCRAFT GIRL & Design	US	3,310,652	10/16/2007
BOXERCRAFT AMERICA'S #1 SPIRITWEAR SOURCE	US	4,073,535	12/20/2011
BOXERCRAFT EXCLUSIVE APPAREL FOR STUDENT BODIES	US	4,104,583	2/28/2012
BRING COMFORT TO YOUR COMMUNITY	US	4,174,596	7/17/2012
FOREVER FABULOUS	US	3,575,862	2/17/2009
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MISCELLANEOUS DESIGN (Mannequin Wearing Blue Boxers)	US	3,479,788	8/5/2008
PLAYING THE FIELD	US	3,901,685	1/4/2011
T.S. OUTFITTERS	US	3,425,482	5/13/2008
TS OUTFITTERS & Design	US	3,351,489	12/11/2007
WHAT YOU'D RATHER BE WEARING (Pending)	US	Serial No. 85815502	Filed 1/4/2013
BITTY BOXER (Pending)	US	Serial No. 85806421	Filed 12/19/2012

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made and entered into this 12th day of September, 2013, by and between BOXERCRAFT INCORPORATED, a Georgia corporation (the "Debtor"), and CAPITAL BUSINESS CREDIT LLC, a Delaware limited liability company (the "Secured Party").

WITNESSETH:

WHEREAS, Debtor and Secured Party are parties to that certain Loan and Security Agreement, dated of even date herewith (such Loan and Security Agreement, as amended, modified, supplemented or restated from time to time, being herein called the "Loan Agreement") and that certain Factoring Agreement, dated of even date herewith (such Factoring Agreement, as amended, modified, supplemented or restated from time to time, being herein called "Factoring Agreement"), pursuant to which Secured Party has agreed to make loans and advances and extend credit to Debtor, all as more particularly described therein; and

WHEREAS, pursuant to the Loan Agreement and the Factoring Agreement, Debtor has granted Secured Party a security interest in all of its general intangibles, whether now owned or hereafter acquired, including, without limitation, all trademarks registered in the United States Patent and Trademark Office, together with the goodwill of the business in connection with which such trademarks may be used and the royalties and other fees which become due for the use of such trademarks; and

WHEREAS, to better secure Secured Party in respect of the foregoing, Debtor has agreed to execute and deliver this Agreement for recordation in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Debtor agrees with Secured Party as follows:

1. Defined Terms. All capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, grants, transfers and conveys to Secured Party, for security purposes, all of Debtor's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and whether registered and unregistered and wherever the same may be located (the "Trademark Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers,

domain names, designs and general intangibles of like natures, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor has elected such termination remedy), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(b) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(c) all general intangibles (as defined in the Uniform Commercial Code as enacted in the State of New York) related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(d) all proceeds of any and all of the foregoing Trademark Collateral, including, without limitation, license royalties, rights to payment, accounts receivable, proceeds of infringement suits and all payments under insurance or any indemnity, warranty or guaranty payable by reason or loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

3. Representations, Warranties and Covenants of Debtor. Debtor represents, warrants and covenants with respect to Trademark Collateral that is material to Debtor's business that:

(a) The Trademark Collateral is, to the best of its knowledge, subsisting and has not been judged invalid or unenforceable;

(b) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral;

(c) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral;

(d) Debtor will maintain the quality of the products associated with the Trademark Collateral, generally at a level consistent with the quality as of the effective date of this Agreement, subject to the introduction of new products from time to time, and product modifications in the ordinary course of business; and

(e) Debtor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

4. Visits and Inspections. Debtor hereby grants to Secured Party and its employees and agents the right on prior notice to Debtor to visit Debtor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Debtor shall do any and all acts required by Secured Party to ensure Debtor's compliance with this paragraph 4.

5. Restrictions on Future Agreements. Debtor agrees that, until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated in writing, it will not without Secured Party's prior written consent, enter into any agreement which is inconsistent with Debtor's duties under this Agreement, and Debtor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity and enforcement of the rights granted to Secured Party under this Agreement.

6. After-Acquired Trademark Rights. If, before the Obligations have been satisfied in full, Debtor shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark for any renewal of any Trademark, the provisions of paragraph 1 hereof shall automatically apply thereto, and Debtor shall give to Secured Party prompt notice thereof in writing. Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademark Collateral under paragraph 1 hereof or this paragraph 6.

7. Debtor's Rights Prior to Event of Default. Unless and until there shall have occurred and be continuing an Event of Default, Debtor shall continue to own, and may use and enjoy the Trademark Collateral in connection with its business operations, but only in a manner consistent with the presentation of their current substance, validity and registration.

8. Remedies Upon Event of Default. If an Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and, specifically, those of a Secured Party under the

Uniform Commercial Code as enacted in the State of New York. Notice of any sale or other disposition of the Trademark Collateral shall be deemed reasonable and sufficient if given the Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of any of the Trademark Collateral is to be made.

9. Power of Attorney. Debtor hereby makes, constitutes and appoints Secured Party and any officer or agent of Secured Party as Secured Party may select as Debtor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Debtor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Trademark Collateral, or to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to anyone else as necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated in writing.

10. Release of Security Interest. At such time as all of the Obligations shall have been satisfied and paid in full, Secured Party shall execute and deliver to Debtor all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of Secured Party's security interest in the Trademark Collateral, including all documentation necessary to reflect such release in the United States Patent and Trademark Office.

11. Costs and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Debtor on demand by Secured Party and until so paid shall be added to the amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

12. Litigation and Proceedings.

(a) Debtor shall have the duty, through counsel acceptable to Secured Party, to prosecute diligently any trademark application of the Trademarks material to the Debtor's business pending as of the date of this Agreement or thereafter, other than those discontinued or abandoned in the ordinary course of business, until the Obligations shall have been paid in full and to preserve and maintain all rights in trademark applications and trademarks of the Trademarks in the ordinary course of business. Any expenses incurred in connection with such an application shall be borne by Debtor. Debtor shall not abandon any right to file a trademark application, or any pending trademark

application or trademark, other than those discontinued or abandoned in the ordinary course of business without the consent of Secured Party, which consent shall not be unreasonably withheld.

(b) Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name, as the holder of a security interest in the Trademark Collateral material to the Debtor's business, to enforce the Trademarks, and any license thereunder, in which event Debtor shall at the request of Secured Party do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Secured Party in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party for all costs and expenses incurred in the exercise of its rights under this paragraph 12. Nothing herein shall be deemed to prohibit Debtor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Secured Party declines to institute suit.

13. Secured Party May Perform. If Debtor fails to comply with any of its obligations hereunder, Secured Party may do so in Debtor's name or in Secured Party's name, but at Debtor's expense, and Debtor agrees to reimburse Secured Party in full for all expenses, including reasonable attorney's fees, incurred by Secured Party in prosecuting, defending or maintaining the Trademarks or Secured Party's interest therein pursuant to this Agreement.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

16. Binding Effect; Benefits. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. Notices. All notices, requests and demands to or upon a party hereto, to be effective, shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt, or by overnight courier, and, unless expressly provided herein, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt, or three (3) Business Days after deposit in the mail, postage prepaid, addressed as follows:

- (i) If to Secured Party, at: Capital Business Credit LLC
11121 Carmel Commons Blvd., Suite 270
Charlotte, North Carolina 28226
Attn: Boxercraft Incorporated Account Manager
- (ii) If to Debtor, at: Boxercraft Incorporated
7131 Discovery Boulevard
Mableton, GA 30126
Attention: Chief Executive Officer

or to such other address as each party may designate for itself by notice given in accordance with this Section 17. Any written notice or demand that is not sent in conformity with the provisions hereof shall nevertheless be effective on the date that such notice is actually received by the noticed party.

18. Governing Law. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAW PROVISIONS OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) AND DECISIONS OF THE STATE OF NEW YORK.

19. Submission To Jurisdiction. ALL DISPUTES BETWEEN DEBTOR AND SECURED PARTY BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO (A) THIS AGREEMENT; (B) ANY OTHER LOAN DOCUMENT OR OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN DEBTOR AND SECURED PARTY; OR (C) ANY CONDUCT, ACT OR OMISSION OF DEBTOR, SECURED PARTY OR ANY OF THEIR DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, ATTORNEYS OR OTHER AFFILIATES, IN EACH CASE WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE AND FEDERAL COURTS LOCATED IN NEW YORK, NEW YORK AND THE COURTS TO WHICH AN APPEAL THEREFROM MAY BE TAKEN; PROVIDED, HOWEVER, THAT SECURED PARTY SHALL HAVE THE RIGHT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST DEBTOR OR ITS PROPERTY IN (A) ANY COURTS OF COMPETENT JURISDICTION AND VENUE AND (B) ANY LOCATION SELECTED BY THE SECURED PARTY TO ENABLE THE SECURED PARTY TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SECURED PARTY. DEBTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS, SETOFFS OR CROSS-CLAIMS IN ANY PROCEEDING BROUGHT BY SECURED PARTY. DEBTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH SECURED PARTY HAS COMMENCED A PROCEEDING, INCLUDING,

WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS.


20. Service Of Process. DEBTOR IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 17 ABOVE. DEBTOR AGREES THAT IF SERVICE OF PROCESS IS MADE IN ACCORD WITH THIS PROVISION, DEBTOR WAIVES ANY AND ALL DEFENSES AND/OR CLAIMS RELATED TO SERVICE OF PROCESS AND WILL NOT ASSERT ANY DEFENSES AND/OR CLAIMS RELATED TO SERVICE OF PROCESS IN ANY JUDICIAL PROCEEDING RELATED TO THIS AGREEMENT. NOTHING HEREIN SHALL AFFECT THE RIGHT OF SECURED PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

21. Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO (A) THIS AGREEMENT; (B) ANY OTHER LOAN DOCUMENT OR OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN DEBTOR AND SECURED PARTY; OR (C) ANY CONDUCT, ACT OR OMISSION OF DEBTOR, SECURED PARTY OR ANY OF THEIR DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, ATTORNEYS OR OTHER AFFILIATES, IN EACH CASE WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE.

(signatures begin on next page)

WITNESS the execution hereof on the day and year first above written.

BOXERCRAFT INCORPORATED
("Debtor").

By: 
Name: G.H. Patten Pettway, Jr.
Title: Secretary

CAPITAL BUSINESS CREDIT LLC
("Secured Party")

By: _____
Name: _____
Title: _____

WITNESS the execution hereof on the day and year first above written.

BOXERCRAFT INCORPORATED
("Debtor")

By: _____
Name: G.H. Patten Pettway, Jr.
Title: Secretary

CAPITAL BUSINESS CREDIT LLC
("Secured Party")

By: Malcolm Ferguson
Name: Malcolm Ferguson
Title: VP

STATE OF Tennessee

COUNTY OF Hamilton

I, Krystal White Johnson, a Notary Public of the State and County aforesaid, certify that Arthur Pottway personally appeared before me this day and acknowledged that (s)he is Secretary of BOXERCRAFT INCORPORATED, a Georgia corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in the company's name.

WITNESS my hand and official stamp or seal, this 9th day of September, 2013.



Krystal White Johnson
Notary Public

My Commission Expires: 7-6-2016

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally appeared before me this day and acknowledged that he is _____ of CAPITAL BUSINESS CREDIT LLC, a Delaware limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in the company's name.

WITNESS my hand and official stamp or seal, this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally appeared before me this day and acknowledged that (s)he is _____ of BOXERCRAFT INCORPORATED, a Georgia corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in the company's name.

WITNESS my hand and official stamp or seal, this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

STATE OF North Carolina

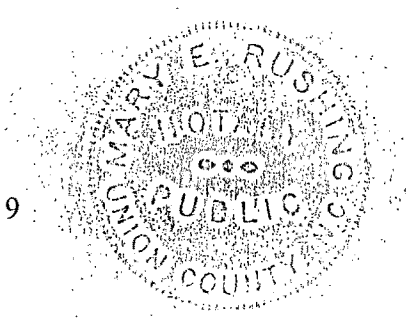
COUNTY OF Mecklenburg

I, Mary Rushing, a Notary Public of the State and County aforesaid, certify that Malcolm Ferguson personally appeared before me this day and acknowledged that he is EVA of CAPITAL BUSINESS CREDIT LLC, a Delaware limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in the company's name.

WITNESS my hand and official stamp or seal, this 11th day of Sept, 2013.

Mary E. Rushing
Notary Public

My Commission Expires: 11/10/2013



SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT

Trademarks Registered

Trademark	Jurisdiction	Registration No.	Registration Date
ATLANTIC AFGHANS	US	3,421,602	5/6/2008
ATLANTIC AFGHANS & Design	US	3,421,603	5/6/2008
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BRING COMFORT TO YOUR COMMUNITY	US	4,174,596	7/17/2012
FOREVER FABULOUS	US	3,575,862	2/17/2009
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