

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
Motionwear, LLC		10/31/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Tenth Street Fund III, L.P.
Street Address:	30 Burton Hills Blvd., Suite 350
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37215
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2487980	MOTIONWEAR
Registration Number:	3727616	MOTIONWEAR
Registration Number:	3485568	MOTIONWEAR
Registration Number:	3375890	MOTIONWEAR GYMNASTICS
Registration Number:	3497349	DANCE SOLE
Registration Number:	3727716	MOTION4LIFE

CORRESPONDENCE DATA

Fax Number: 6152483040
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6152523552
 Email: mward@babco.com
 Correspondent Name: Mary C. Ward
 Address Line 1: 1600 Division Street Suite 700
 Address Line 4: Nashville, TENNESSEE 37203

OP \$165.00 2487980

TRADEMARK

ATTORNEY DOCKET NUMBER:	202600-301006
NAME OF SUBMITTER:	Mary C. Ward
Signature:	/Mary C. Ward/
Date:	12/05/2013
Total Attachments: 4 source=Motionwear#page1.tif source=Motionwear#page2.tif source=Motionwear#page3.tif source=Motionwear#page4.tif	

The obligations and security interests arising under this Agreement are subordinate to certain other obligations and security interests, as provided in that Subordination Agreement dated on or about the date hereof among PNC Bank, as Senior Lender, and the parties to the Loan Agreement described herein.

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Agreement**") is entered into as of October 31, 2013, by MOTIONWEAR, LLC ("**Debtor**"), a Delaware limited liability company, in favor of TENTH STREET FUND III, L.P. ("**Lender**"), a Delaware limited partnership.

RECITALS:

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

B. Debtor has granted to Lender a security interest in all of its personal property and fixtures pursuant to that Security Agreement dated as of the date hereof among Debtor and Lender (as it may be amended or restated, 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 Debtor, 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. As security for the Obligations, Debtor hereby grants to Lender a security interest in the trademark registrations described in Schedule A hereto and of record with the United States Patent and Trademark Office (the "**USPTO**").

2. Recordation. Debtor hereby 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.

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

DEBTOR:

MOTIONWEAR, LLC

By: *Robert D. Wink*
Title: President & CEO

LENDER:

TENTH STREET FUND III, L.P.

By: _____
Title: _____

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

DEBTOR:

MOTIONWEAR, LLC

By: _____
Title: _____

LENDER:

TENTH STREET FUND III, L.P.

By: William S. Lita
Title: Authorized Member

SCHEDULE A

Trademarks

Title	Serial No./Registration No.	Date Filed/Date Issued
MOTIONWEAR	75/458,535 2,487,980	09/27/98 09/11/01
MOTIONWEAR	77/683,107 3,727,616	07/06/09 12/22/09
MOTIONWEAR	77/056,421 3,485,568	12/04/16 08/12/08
MOTIONWEAR GYMNASTICS	78/176,061 3,375,890	10/18/02 01/29/08
DANCE SOLE	77/101,369 3,497,349	12/21/07 09/02/08
MOTION4LIFE	77/710858 3727716	04/05/09 12/22/09

[Schedule to Trademark Security Agreement]

7/3239121.3