

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Red Lion Manufacturing, Inc.		12/04/2013	CORPORATION: PENNSYLVANIA

<b>RECEIVING PARTY DATA</b>	
Name:	Newstar Business Credit, LLC
Street Address:	8080 North Central Expressway
Internal Address:	Suite 800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 3</b>		
Property Type	Number	Word Mark
Registration Number:	2875280	ZERO RESTRICTION
Registration Number:	1809324	ZR USA
Registration Number:	1812973	ZERO ZERO RESTRICTION GOLF OUTERWEAR USA

<b>CORRESPONDENCE DATA</b>	
Fax Number:	8043447999
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	804-788-8331
Email:	HWRITM@hunton.com
Correspondent Name:	Stephen P. Demm - Hunton & Williams LLP
Address Line 1:	951 East Byrd Street
Address Line 2:	Riverfront Plaza - East Tower
Address Line 4:	Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	73306.37
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NAME OF SUBMITTER:	Stephen P. Demm
Signature:	/Stephen P. Demm/
Date:	01/03/2014
<b>Total Attachments: 4</b> source=Trademark Security - red lion#page1.tif source=Trademark Security - red lion#page2.tif source=Trademark Security - red lion#page3.tif source=Trademark Security - red lion#page4.tif	

TRADEMARK SECURITY AGREEMENT

December 4, 2013

WHEREAS, RED LION MANUFACTURING, INC. ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain of its affiliates, the lenders party thereto and NewStar Business Credit, LLC, as administrative agent ("Secured Party") have entered into that certain Loan and Security Agreement dated December 4, 2013 (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Proprietary Rights (as defined in the Loan Agreement), which includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

**GRANTOR:**

RED LION MANUFACTURING, INC.

By:   
Name: Bruce Rogoff  
Title: President

**SECURED PARTY:**

NEWSTAR BUSINESS CREDIT, LLC,  
as administrative agent

By: \_\_\_\_\_  
Name: Tanner J. Pump  
Title: Vice President

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

**GRANTOR:**

RED LION MANUFACTURING, INC.


By: \_\_\_\_\_  
Name: Bruce Rogoff  
Title: President

**SECURED PARTY:**

NEWSTAR BUSINESS CREDIT, LLC,  
as administrative agent

By: T. J. Pump  
Name: Tanner J. Pump  
Title: Vice President

Schedule 1  
to Trademark  
Security Agreement

ZERO RESTRICTION	Red Lion Manufacturing, Inc.	2,875,280
ZR USA (stylized)	Red Lion Manufacturing, Inc.	1,809,324
ZERO ZERO RESTRICTION GOLF OUTERWEAR USA 	Red Lion Manufacturing, Inc.	1,812,973