

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300273

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THUNDERSHIRT, LLC		04/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORIX CORPORATE CAPITAL INC., as Agent		
<b>Street Address:</b>	1717 Main Street, Suite 1100		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85811052	THUNDERCAP	
<b>Serial Number:</b>	85809205	THUNDERSWEATER	
<b>Serial Number:</b>	85809199	THUNDERCOAT	
<b>Registration Number:</b>	4456484	THUNDERLEASH	
<b>Registration Number:</b>	4456483	THUNDERTREAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	6475.013		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	04/03/2014		

OP \$140.00 85811052

**Total Attachments: 4**

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## SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of April 2, 2014, is made by THUNDERSHIRT, LLC, a Delaware limited liability company ("Grantor"), in favor of ORIX CORPORATE CAPITAL INC., as administrative agent (together with its successors and assigns in such capacity, "Agent") for the Lenders (as defined below).

### WITNESSETH:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of June 26, 2012 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, Grantor, certain affiliates of Grantor, Agent, and the financial institutions from time to time party thereto (collectively, the "Lenders") entered into that certain Credit Agreement, dated as of June 26, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Credit Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby amended by supplementing Schedule I to the Trademark Security Agreement to include the information set forth on Schedule I attached hereto.

2. Miscellaneous.

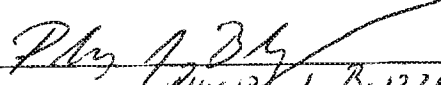
(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. In proving this Amendment or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

THUNDERSHIRT, LLC

By:   
Name: PHILIP J. BLIZZARD  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

ORIX CORPORATE CAPITAL INC., as Agent

By 

Name Christopher L. Smith

Title Authorized Representative

**SCHEDULE I  
TO  
SECOND AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGIS. NUMBER</b>	<b>REGIS. DATE</b>	<b>GRANTOR</b>
THUNDERCAP	85811052	NA	NA	Thundershirt, LLC
THUNDERSWEATER	85809205	NA	NA	Thundershirt, LLC
THUNDERCOAT	85809199	NA	NA	Thundershirt, LLC
THUNDERLEASH	85809218	4456484	12/24/13	Thundershirt, LLC
THUNDERTREAT	85809182	4456483	12/24/13	Thundershirt, LLC