

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM307205

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aerogroup International Holdings LLC		06/09/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2737666	A
Registration Number:	2914111	A 2
Registration Number:	2632787	AEROLOGY
Registration Number:	2836671	AEROSOLE
Registration Number:	2190880	AEROSOLE
Registration Number:	1756927	AEROSOLE
Registration Number:	2648060	AEROSOLE
Registration Number:	3187230	BLINDSEAM
Registration Number:	3417659	FLEXATION
Registration Number:	3184925	FLEXATION BY AEROSOLE
Registration Number:	1953875	
Registration Number:	3572325	SOLE A BY AEROSOLE
Registration Number:	3225746	STITCH N TURN
Registration Number:	3225747	STITCH N TURN
Registration Number:	3109987	TWIST & SHOUT
Registration Number:	2055618	WHAT'S WHAT
Registration Number:	2610621	WHAT'S WHAT
Serial Number:	86273906	SIGNATURE BY AEROSOLE

OP \$465.00 2737666

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 6172484000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: tmadmin@choate.com**Correspondent Name:** Elizabeth A. Walker**Address Line 1:** Two International Place**Address Line 2:** Choate Hall & Stewart LLP**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2009985-0078
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NAME OF SUBMITTER:	Elizabeth A. Walker
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SIGNATURE:	/Elizabeth A. Walker/
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DATE SIGNED:	06/10/2014
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Total Attachments: 4

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GRANT OF SECURITY INTEREST IN TRADEMARKS

June 9, 2014

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, this Grant of Security Interest in Trademarks (this "Grant") is made by Aerogroup International Holdings LLC, having an office at 201 Meadow Road, Edison, NJ 08817 (the "Grantor") to Wells Fargo Bank, National Association, having an office at One Boston Place, 18th Floor, Boston, MA 02108, in its capacity as agent for the Credit Parties (in such capacity and together with any successors in such capacities, the "Agent").

This Grant has been entered into in conjunction with that certain Security Agreement, by and among the Grantor, the other grantors party thereto and the Agent, dated as of the date hereof (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Security Agreement"). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Agent, its successors and assigns, for its benefit and the benefit of the other Credit Parties, a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including any trademark registrations and any service mark registrations set forth on Schedule A attached hereto (collectively, the "Marks") (except as such may be considered Excluded Property).

The rights and remedies of the Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The Grantor authorizes and requests that the Commissioner for Trademarks record this Grant with the U.S. Patent and Trademark Office.

This Grant may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Grant by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Grant.

This Grant shall terminate and the security interest in the Marks shall be released in accordance with the terms and provisions of the Security Agreement.

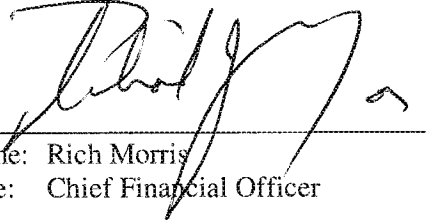
This Grant shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law (other than any mandatory provisions of law relating to the law governing perfection and the effect of perfection of the security interest and applicable federal laws pertaining to trademarks).

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Grant of Security Interest in Trademarks to be duly executed and delivered by their duly authorized officers as of the date first above written.

GRANTOR:

**AEROGROUP INTERNATIONAL HOLDINGS
LLC**

By: 
Name: Rich Morris
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK
REEL: 005299 FRAME: 0996**

GRANTEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name: William Chan

Title: Director

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005299 FRAME: 0997

SCHEDULE A

Trademark	Filing Date	Registration. No.
A (STYLIZED)	7/15/2003	2737666
A2 & DESIGN	12/28/2004	2914111
AEROLOGY	10/8/2002	2632787
AEROSOLE	4/27/2004	2836671
AEROSOLE	9/22/1998	2190880
AEROSOLE & DESIGN	3/9/1193	1756927
AEROSOLE (STYLIZED)	11/12/2002	2648060
BLINDSEAM & DESIGN	12/19/2006	3187230
FLEXATION	4/29/2008	3417659
FLEXATION BY AEROSOLE	12/12/2006	3184925
SHOE SOLE DESIGN	2/6/1996	1953875
SOLE A BY AEROSOLE	2/10/2009	3572325
STITCH N TURN	4/3/2007	3225746
STITCH N TURN (HORIZONTAL)	4/3/2007	3225747
TWIST & SHOUT & DESIGN	6/27/2006	3109987
WHAT'S WHAT	4/22/1997	2055618
WHAT'S WHAT (Stylized)	8/20/2002	2610621

Applications

Trademark	Application Date	Application Number
SIGNATURE by AEROSOLE	5/7/2014	86273906