

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307055

<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>
Aerogroup International Holdings LLC		06/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THL Corporate Finance, Inc., as Agent		
<b>Street Address:</b>	100 Federal Street, 31st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2737666	A	
<b>Registration Number:</b>	2914111	A 2	
<b>Registration Number:</b>	2632787	AEROLOGY	
<b>Registration Number:</b>	2836671	AEROSOLE	
<b>Registration Number:</b>	2190880	AEROSOLE	
<b>Registration Number:</b>	1756927	AEROSOLE	
<b>Registration Number:</b>	2648060	AEROSOLE	
<b>Registration Number:</b>	3187230	BLINDSEAM	
<b>Registration Number:</b>	3417659	FLEXATION	
<b>Registration Number:</b>	3184925	FLEXATION BY AEROSOLE	
<b>Registration Number:</b>	1953875		
<b>Registration Number:</b>	3572325	SOLE A BY AEROSOLE	
<b>Registration Number:</b>	3079809	SOLE A BY AEROSOLE	
<b>Registration Number:</b>	3225746	STITCH N TURN	
<b>Registration Number:</b>	3225747	STITCH N TURN	
<b>Registration Number:</b>	3109987	TWIST & SHOUT	
<b>Registration Number:</b>	2055618	WHAT'S WHAT	
<b>Registration Number:</b>	2610621	WHAT'S WHAT	
<b>Serial Number:</b>	86273906	SIGNATURE BY AEROSOLE	

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 6175269899

*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.*

**Phone:** 6175269628**Email:** cslattery@proskauer.com**Correspondent Name:** Christine Slattery**Address Line 1:** Proskauer Rose LLP**Address Line 2:** One International Place**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	73675/071
<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	06/09/2014

**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 THL Corporate Finance, Inc., having an office at 100 Federal Street, 31st Floor Boston, MA 02110, 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 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.

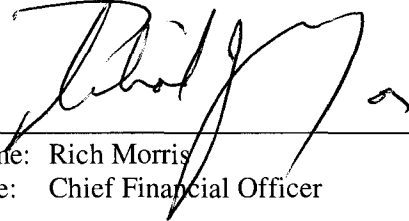
This Grant shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law (other than any mandatory provisions of law relating to the law 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: 005301 FRAME: 0456**

GRANTEE:

**THL CORPORATE FINANCE, INC., as Agent**

By: 

Name: Christopher J. Flynn

Title: Co-President

[Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 005301 FRAME: 0457**

**SCHEDULE A**

**Registrations**

<b>Trademark</b>	<b>Filing Date</b>	<b>Registration. No.</b>
<b>A (STYLIZED)</b>	7/15/2003	2737666
<b>A2 &amp; DESIGN</b>	12/28/2004	2914111
<b>AEROLOGY</b>	10/8/2002	2632787
<b>AEROSOLE</b>	4/27/2004	2836671
<b>AEROSOLE</b>	9/22/1998	2190880
<b>AEROSOLE &amp; DESIGN</b>	3/9/1193	1756927
<b>AEROSOLE (STYLIZED)</b>	11/12/2002	2648060
<b>BLINDSEAM &amp; DESIGN</b>	12/19/2006	3187230
<b>FLEXATION</b>	4/29/2008	3417659
<b>FLEXATION BY AEROSOLE</b>	12/12/2006	3184925
<b>SHOE SOLE DESIGN</b>	2/6/1996	1953875
<b>SOLE A BY AEROSOLE</b>	2/10/2009	3572325
<b>SOLE A BY AEROSOLE &amp; DESIGN</b>	4/11/2006	3079809
<b>STITCH N TURN</b>	4/3/2007	3225746
<b>STITCH N TURN (HORIZONTAL)</b>	4/3/2007	3225747
<b>TWIST &amp; SHOUT &amp; DESIGN</b>	6/27/2006	3109987
<b>WHAT'S WHAT</b>	4/22/1997	2055618
<b>WHAT'S WHAT (Stylized)</b>	8/20/2002	2610621

**Applications**

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