

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in USA Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outerstuff LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3477406	CLIMATE CONTROL	
Registration Number:	4495142	GAME STUFF	
Registration Number:	2695002	GENUINE STUFF	
Registration Number:	3768824	OUTERSTUFF	
Registration Number:	4495080	SLEEP STUFF	
Registration Number:	3555222	TEAM ATHLETICS	
Registration Number:	2091404	WEATHER CONTROL	
Serial Number:	85323230	PRO STUFF	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>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.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue N.W., Suite 1130		
Address Line 2:	National Corporate Research, LTD.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F150963		

OP \$215.00 3477406

NAME OF SUBMITTER:	Amanda M. Mitchell
SIGNATURE:	/Amanda M. Mitchell/
DATE SIGNED:	07/28/2014
Total Attachments: 5 source=#86200010v1 - (Trademark Security Agreement)#page2.tif source=#86200010v1 - (Trademark Security Agreement)#page3.tif source=#86200010v1 - (Trademark Security Agreement)#page4.tif source=#86200010v1 - (Trademark Security Agreement)#page5.tif source=#86200010v1 - (Trademark Security Agreement)#page6.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This Trademark Security Agreement, dated as of July 28, 2014 by and between OUTERSTUFF LLC, a Delaware limited liability company (the "Grantor"), in favor of CREDIT SUISSE AG, Cayman Islands Branch, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of the date hereof (in such capacity, the "Grantee").

W I T N E S S E T H :

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that any United States Trademark, applications filed in the United States Patent and Trademark Office on the basis of any Grantor's "intent-to-use" such Trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.


SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

OUTERSTUFF LLC

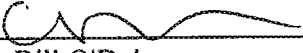
By: 

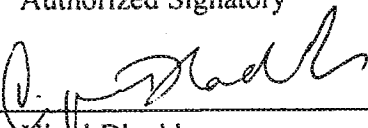
Name: Jonah Blumenfrucht
Title: Chief Financial Officer,
Secretary, Treasurer and Vice
President, Finance

[Signature Page to the Trademark Security Agreement]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent and Grantee

By: 
Name: Bill O'Daly
Title: Authorized Signatory

By: 
Name: Vipul Dhadha
Title: Authorized Signatory

[Signature Page to the Trademark Security Agreement]

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

<i>Trademark Name</i>	<i>Record Owner</i>	<i>Application No.</i>	<i>Reg No.</i>	<i>Status</i>
CLIMATE CONTROL	Outerstuff LLC	77111670	3477406	Registered
GAME STUFF	Outerstuff LLC	85249344	4495142	Registered
GENUINE STUFF	Outerstuff LLC	76339639	2695002	Registered
OUTERSTUFF	Outerstuff LLC	77633549	3768824	Registered
PRO STUFF	Outerstuff LLC	85323230		Published
SLEEP STUFF	Outerstuff LLC	85035968	4495080	Registered
TEAM ATHLETICS	Outerstuff LLC	78424598	3555222	Registered
WEATHER CONTROL	Outerstuff LLC	75182320	2091404	Registered

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