

Form PTO-1594 (Rev. 06/04)
OMB Collection 0851-0027 (ex p. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Outerstuff LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State

☒ Other: limited liability company

Citizenship (see guidelines) Delaware

Execution Date(s) June 30, 2014

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ No

Name: Wells Fargo Bank, N.A., as Collateral Agent

Internal
Address: _____

Street Address: 100 Park Avenue, 3rd Floor

City: New York

State: New York

Country: USA

Zip: 10017

☒ Association Citizenship USA

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship

☐ Other ☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Grant of Security Interest in United States Trademarks

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No (s) SEE SCHEDULE A
ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A
ANNEXED HERETO

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road - Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$215.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment information:

- a. Credit Card Last 4 Numbers 0974
Expiration Date 3/17
b. Deposit Account Number _____
Authorized User Name: _____

9. Signature: _____
Signature

Ikhwan A. Rafeek
Name of Person Signing

7/3/14
Date

Total number of pages including cover sheet, attachments, and document. 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$215.00 85323230

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This Trademark Security Agreement, dated as of June 30, 2014, by and between Outerstuff LLC, a limited liability company formed under the laws of Delaware (the "Grantor"), in favor of Wells Fargo Bank, N.A., in its capacity as Collateral Agent pursuant to the Security Agreement (as defined below) (in such capacity, the "Grantee").

W I T N E S S E T H :

WHEREAS, the Grantor is party to a Security Agreement dated as of June 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, 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, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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, as prepared by and at the cost of the Grantor, releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule 1 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 page follows]

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 BLUMENFELD
Title: CFO & V.P. - FINANCE

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005332 FRAME: 0827

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By: _____

Name: Julie A. Huff
Title: AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
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[Trademark Security Agreement]

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