

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.G. BARRY CORPORATION, as successor by merger to MRVK Merger Co.		09/03/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	580180	ANGEL TREADS	
Registration Number:	1355478	DEARFOAMS	
Registration Number:	3489786	DEARFOAMS BLISS	
Registration Number:	3792039	DEARFOAMS DF	
Registration Number:	4415249	D-FLEX BY DEARFOAMS	
Registration Number:	3700153	DFSPORT	
Registration Number:	3499892	DREAMTOP	
Registration Number:	1806772	EZ FEET	
Registration Number:	3529198	THE DEARFOAMS COMPANY DF MEN	
Registration Number:	3529197	THE DEARFOAMS COMPANY DF WOMEN	
Registration Number:	3441295	THE DEARFOAMS COMPANY DFSPORT	
Registration Number:	3408933	YOUR STYLE, THEIR LOSS	
Registration Number:	3556972	DR. SUCCESS	
Registration Number:	0740058	SNUG-TREDS	
Registration Number:	4485449		
Serial Number:	85139952	DEARFOAMS	
Serial Number:	85139958	DEARFOAMS SPECIAL EDITION	
Serial Number:	85139991		
TRADEMARK			

OP \$615.00 580180

Property Type	Number	Word Mark
Serial Number:	85139962	DF BY DEARFOAMS
Serial Number:	85139982	DF SPORT BY DEARFOAMS
Serial Number:	86057737	MDCOMFORT
Serial Number:	86035403	SIGNATURE BY DEARFOAMS
Serial Number:	86057670	SLIPPER FAIRY
Serial Number:	86057657	SLIPPER SATURDAY

CORRESPONDENCE DATA

Fax Number:

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: marina.kelly@thomsonreuters.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: CT Lien Solutions

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	James Murray
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	09/05/2014

Total Attachments: 7
source=RG Barry TM#page1.tif
source=RG Barry TM#page2.tif
source=RG Barry TM#page3.tif
source=RG Barry TM#page4.tif
source=RG Barry TM#page5.tif
source=RG Barry TM#page6.tif
source=RG Barry TM#page7.tif

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIENS GRANTED TO AGENT (AS DEFINED HEREIN) IN THE COLLATERAL PURSUANT TO THIS AGREEMENT AND THE EXERCISE, AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, OF ANY RIGHT OR REMEDY BY AGENT OR ANY LENDER WITH RESPECT TO CERTAIN OF THE COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 2, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND AMONG GCI CAPITAL MARKETS LLC, AS FIRST LIEN TERM LOAN AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) AND SECOND LIEN TERM LOAN AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AND PNC BANK, NATIONAL ASSOCIATION, AS REVOLVING AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT).

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 3, 2014 by and between **R. G. BARRY CORPORATION**, an Ohio corporation (as successor by merger to MRVK Merger Co., an Ohio corporation, "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for certain secured parties ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral 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.

4. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Pages Follow]

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

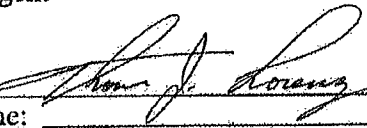
R. G. BARRY CORPORATION, as successor
by merger to MRVK Merger Co.

By: 

Name: JOSE G GALON

Title: SVP Finance + CFO

ACCEPTED AND ACKNOWLEDGED BY:
PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: _____
Title: _____

Trademark Security Agreement

TRADEMARK
REEL: 005357 FRAME: 0800

Schedule A

1. Registered Trademarks and Trademark Applications

TRADEMARK	U. S. FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
ANGEL TREADS (STYLIZED)	580180	9/22/1953
DEARFOAMS	1355478	8/20/1985
DEARFOAMS BLISS	3489786	8/19/2008
DEARFOAMS DF	3792039	5/25/2010
D-FLEX BY DEARFOAMS	4415249	10/8/2013
DFSPORT	3700153	10/20/2009
DREAMTOP	3499892	9/9/2008
EZ FEET	1806772	11/23/1993
THE DEARFOAMS COMPANY DF MEN & DESIGN	3529198	11/4/2008
THE DEARFOAMS COMPANY DF WOMEN & DESIGN	3529197	11/4/2008
THE DEARFOAMS COMPANY DFSPORT	3441295	6/3/2008
YOUR STYLE, THEIR LOSS	3408933	4/8/2008
DEARFOAMS NV	3356972	12/18/2007
SNUG -TREDS	0740058	10/30/1962
DESIGN ONLY	4485449	2/18/2014
DEARFOAMS	85/139952	9/28/2010
DEARFOAMS SPECIAL EDITION	85/139958	9/28/2010
DESIGN ONLY	85/139991	9/28/2010
DF BY DEARFOAMS	85/139962	9/28/2010
DF SPORT BY DEARFOAMS	85/139982	9/28/2010
MDCOMFORT	86/057737	9/6/2013

SIGNATURE BY DEARFOAMS	86/035403	8/12/2013
SLIPPER FAIRY	86/057670	9/6/2013
SLIPPER SATURDAY	86/057657	9/6/2013

Schedule A - 2