

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R. G. Barry Corporation		09/03/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Second Lien Agent		
Street Address:	c/o Golub Capital Incorporated, 666 Fifth Ave., 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	CORPORATION: DELAWARE		
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:	3356972	DEARFOAMS NV	
Registration Number:	0740058	SNUG-TREDS	
Registration Number:	4485449		
Serial Number:	85139952	DEARFOAMS	
Serial Number:	85139958	DEARFOAMS SPECIAL EDITION	
Serial Number:	85139991		
Serial Number:	85139962	DF BY DEARFOAMS	
Serial Number:	85139982	DF SPORT BY DEARFOAMS	
TRADEMARK			

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

CORRESPONDENCE DATA

Fax Number: 3125774565
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: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-114
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	09/09/2014

Total Attachments: 6

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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF (I) THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 2, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "FIRST LIEN INTERCREDITOR AGREEMENT"), BY AND BETWEEN GCI CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT FOR THE LENDERS UNDER THE FIRST LIEN TERM LOAN DOCUMENTS (IN SUCH CAPACITY, "FIRST LIEN AGENT") AND AS ADMINISTRATIVE AGENT FOR THE LENDERS UNDER THE SECOND LIEN TERM LOAN DOCUMENTS (IN SUCH CAPACITY, "SECOND LIEN AGENT") AND (II) THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 2, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "ABL INTERCREDITOR AGREEMENT"; THE ABL INTERCREDITOR AGREEMENT AND FIRST LIEN INTERCREDITOR AGREEMENT EACH INDIVIDUALLY, AN "INTERCREDITOR AGREEMENT"), BY AND AMONG FIRST LIEN AGENT, SECOND LIEN AGENT AND PNC BANK, NATIONAL ASSOCIATION, AS REVOLVING AGENT (AS DEFINED IN THE ABL INTERCREDITOR AGREEMENT).

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN 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 GCI CAPITAL MARKETS LLC, in its capacity as administrative agent for certain secured parties ("Second Lien Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Second Lien 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 Second Lien Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Second Lien 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 Second Lien 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 Second Lien 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 Second Lien Agent, for the benefit of the Secured Parties, a continuing first priority (subject to Permitted Encumbrances) 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 Second Lien Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Second Lien 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.

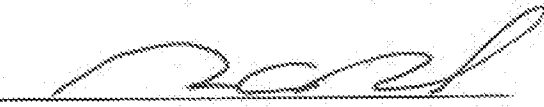
R. G. BARRY CORPORATION, as successor
by merger to MRVK Merger Co.

By: 
Name: JOSE G. BARLET
Title: VP - Finance + CFO

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Second Lien Agent

By: GC Advisors LLC, its sole member

By: 

Name: Marc C. Robinson
Title: Managing Director

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