# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM317023

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Seattle Pacific Industries, Inc.		08/28/2014	CORPORATION: WASHINGTON

### **RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association	
Street Address:	1300 SW 5th Avenue, 6th Floor	
Internal Address:	MAC P6101-068	
City:	Portland	
State/Country:	OREGON	
Postal Code:	97201	
Entity Type:	Bank: UNITED STATES	

### PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	1323341	BREEZIN'
Registration Number:	1243733	
Registration Number:	1048172	FRENCH STAR
Registration Number:	1363481	HEET
Registration Number:	1369129	HEET
Registration Number:	3109267	REUNION
Registration Number:	1949233	RE UNION
Registration Number:	1951488	RE-UNION MENSWEAR
Registration Number:	2990683	SALT AIRE
Registration Number:	3158655	SALTAIRE
Registration Number:	2984258	SALTAIRE
Registration Number:	3386482	SALTAIRE
Registration Number:	3077670	
Registration Number:	3028216	
Registration Number:	1386873	SERGIO
Registration Number:	1301771	SERGIO VALENTE
Registration Number:	1305073	SERGIO VALENTE
Registration Number:	1305071	SERGIO VALENTE
		TRADEMARK

900301222 REEL: 005362 FRAME: 0721

Property Type	Number	Word Mark
Registration Number:	2391245	SERGIO VALENTE
Registration Number:	3037827	SISTER MOON
Registration Number:	1201233	
Registration Number:	2693322	
Registration Number:	1741444	SUPPLIES
Registration Number:	2445209	UB
Registration Number:	2454045	UB
Registration Number:	2364561	UB
Registration Number:	2455084	UB
Registration Number:	2452994	UB
Registration Number:	3082240	U UNION
Registration Number:	3076424	UNION
Registration Number:	2927728	UNION
Registration Number:	3858407	UNION
Registration Number:	3975507	UNION
Registration Number:	4511000	UNION
Registration Number:	3975508	UNION
Registration Number:	3421033	
Registration Number:	3421034	
Registration Number:	3607050	J
Registration Number:	1306070	UNION BAY
Registration Number:	1297730	UNION BAY SPORTSWEAR
Registration Number:	2451946	UNIONBAY
Registration Number:	2441584	UNIONBAY
Registration Number:	2364481	UNIONBAY
Registration Number:	2353790	UNIONBAY
Registration Number:	1297731	UNION BAY
Registration Number:	1559904	UNIONBAY
Registration Number:	2283336	UNIONBAY

### **CORRESPONDENCE DATA**

**Fax Number:** 5037782200

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:** 503.778.2031

Email: trademarks@lanepowell.com

Correspondent Name: Renee Peck

Address Line 1: 601 SW Second Avenue

Address Line 2: Suite 2100

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	122084.15
NAME OF SUBMITTER:	Renee B. Peck
SIGNATURE:	/Renee B. Peck/
DATE SIGNED:	09/15/2014

### **Total Attachments: 21**

source=Patent & Trademark Security Agreement#page1.tif source=Patent & Trademark Security Agreement#page2.tif source=Patent & Trademark Security Agreement#page3.tif source=Patent & Trademark Security Agreement#page4.tif source=Patent & Trademark Security Agreement#page5.tif source=Patent & Trademark Security Agreement#page6.tif source=Patent & Trademark Security Agreement#page7.tif source=Patent & Trademark Security Agreement#page8.tif source=Patent & Trademark Security Agreement#page9.tif source=Patent & Trademark Security Agreement#page10.tif source=Patent & Trademark Security Agreement#page11.tif source=Patent & Trademark Security Agreement#page12.tif source=Patent & Trademark Security Agreement#page13.tif source=Patent & Trademark Security Agreement#page14.tif source=Patent & Trademark Security Agreement#page15.tif source=Patent & Trademark Security Agreement#page16.tif source=Patent & Trademark Security Agreement#page17.tif source=Patent & Trademark Security Agreement#page18.tif source=Patent & Trademark Security Agreement#page19.tif source=Patent & Trademark Security Agreement#page20.tif source=Patent & Trademark Security Agreement#page21.tif

#### PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of August 28, 2014, is made by and between Seattle Pacific Industries, Inc., a Washington corporation having a business location at the address set forth below next to its signature (the "Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), having a business location at the address set forth below next to its signature.

### **RECITALS**

- A. Company and Wells Fargo are parties to a Credit Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.
- B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. <u>Definitions</u>. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

- 2. <u>Security Interest</u>. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo (for itself as Lender and for each Bank Product Provider) a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.
- 3. <u>Representations, Warranties and Agreements</u>. Subject to Section 8, Company represents, warrants and agrees as follows:

- (a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.
- (b) **Patents.** Company does not own or control any Patents as of the date of this Agreement. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.
- (c) **Trademarks.** Exhibit B accurately lists (i) all material Trademarks owned or controlled by Company as of the date hereof; (ii) substantially all non-material Trademarks owned or controlled by the Company as of the date hereof, and (iii) accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), then Company shall provide written notice to Wells Fargo with a replacement Exhibit B by the end of such calendar year, which upon acceptance by Wells Fargo shall become part of this Agreement.
- (d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.
- (e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.
- (f) No Sale. Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.
- (g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.
- (h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such

maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

- (i) Wells Fargo's Right to Take Action. If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.
- (j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.
- (k) Power of Attorney. To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.
- 4. <u>Company's Use of the Patents and Trademarks</u>. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.
- 5. <u>Events of Default.</u> Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.
- 6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:
  - (a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

- (b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
- (c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.
- Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Washington without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.
- 8. Notwithstanding anything else in this Agreement or any other Loan Document, except for the Trademarks with U.S. Registration Nos. 2451946, 2441584, 2364481, 2353790 and 1297731: (i) Company is hereby permitted at any time (and without consent from or prior or subsequent notice to Wells Fargo) to cancel, fail to renew, permit to expire, fail to protect and defend or otherwise abandon or fail to maintain any Trademarks and the applications and registrations pertaining thereto (all such actions or inactions being collectively referred to herein as an "Abandonment") as Company deems appropriate if in Company's sound business judgment such Abandonment will not cause a Material Adverse Change to its business taken as a whole; (ii) such Abandonment shall not constitute a Default or Event of Default, (iii) Company shall not be liable for any costs and expenses of Wells Fargo to which Wells Fargo would otherwise be entitled as a result of such Abandonment; (iv) Wells Fargo shall not have any right to take action under Sections 3(i) and 3(k) of this Agreement, and Company shall have no obligation to coperate with any action Wells Fargo may attempt to take, with respect to those Trademarks and applications that are the subject of such Abandonment, and (v) Company shall not be required to update Exhibit B to reflect such Abandonment. Company hereby advises Wells Fargo that significant numbers of such marks and applications may be the subject of an Abandonment.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signature Page Follows]

# ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Seattle Pacific Industries, Inc. 21216 72nd Avenue S Kent, Washington 98032 Attention: Kim Nelson

SEATTLE PACIFIC INDUSTRIES, INC.

By\_\_\_\_\_\_Name\_\_\_\_\_\_\_Title\_\_\_\_\_\_

By\_\_\_\_\_ Name\_\_\_\_\_ Title

Wells Fargo Bank, National Association
MAC P6101-068
1300 SW 5th Ave, 6th Floor
Portland, OR 97201
Attention: Seattle Pacific Relationship Manager

WELLS FARGO BANK, NATIONAL ASSOCIATION

Name: James Campbell Title: Authorized Signatory

# ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Seattle Pacific Industries, Inc. 21216 72nd Avenue S Kent, Washington 98032 Attention: Kim Nelson SEATTLE PACIFIC INDUSTRIES, INC.

Name Skon

Name Kimbery Vekon
Title Vice President of Finance

WELLS FARGO BANK, NATIONAL ASSOCIATION

Wells Fargo Bank, National Association MAC P6101-068 1300 SW 5th Ave, 6th Floor Portland, OR 97201 Attention: Seattle Pacific Relationship Manager

Ву \_\_\_\_\_

Name: James Campbell Title: Authorized Signatory

STATE OF WASHINGTON )	
COUNTY OF King ) ss.	
who appeared before me, and said person a stated that he/she is authorized to <u>fresident</u> of SEATTLE PAC	ory evidence that <u>Steve Ritchey</u> is the person acknowledged that he/she signed this instrument, on oath execute the instrument and acknowledged it as EIFIC INDUSTRIES, INC., to be his/her free and voluntary
act of such party for the uses and purposes me	
DATED: August 27, 20	014 Joan B. Howard
Notary Public State of Washington JOAN B HOWARD	Print Name: <u>Joan B. Howard</u> NOTARY PUBLIC for the State of <u>WA</u> , residing at <u>Kent</u> My appointment expires: <u>Jan 5</u> , <u>Jo18</u>
My Appointment Expires Jan 5, 2018	my appointment expires. 7471 5, 0078
STATE OF WASHINGTON ) ) ss.  COUNTY OF <u>fing</u> )  I certify that I know or have satisfactor	bry evidence that $\frac{Kim Nelson}{N}$ is the person
who appeared before me, and said person a stated _that he/she is authorized to	icknowledged that he/she signed this instrument, on oath execute the instrument and acknowledged it as
VP Finance of SEATTLE PAC act of such party for the uses and purposes me	IFIC INDUSTRIES, INC., to be his/her free and voluntary
DATED: August 27, 2014	Joan B Howard
	Print Name: Joan B Howard NOTARY PUBLIC for the State of WA, residing
Notary Public State of Washington JOAN B HOWARD My Appointment Expires Jan 5, 2018	My appointment expires: fan 5, 2018

# **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California	· )
	}
County of Los Angeles	J
On Suptember 8, 2014 before me, Date	Nira S. Walden Notam Public  Here Insert Name and Title of the Officer  Phell  Next Addition (1)
personally appeared <u>James Cam</u>	Name(s) of Signer(s)
D'NIRA S. WALDEN Commission # 1905876 Notary Public - California Los Angeles County My Comm. Expires Sep 27, 2014	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
	Signature:
Place Notary Seal Above	Signature of Notary Public
Though the information below is not required by	y law, it may prove valuable to persons relying on the document all and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	
☐ Corporate Officer — Title(s):	
Individual  RIGHT THUME OF SIGNE	
☐ Partner — ☐ Limited ☐ General Top of thumb	Top of that he had
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator ☐ Other:	☐ Guardian or Conservator ☐ Other:
Signer Is Representing:	Signer Is Representing:

# **EXHIBIT A**

# **UNITED STATES ISSUED PATENTS**

<u>Title</u>	Patent Number	Issue Date				
None.						
UNITED STATES PAT	ENT APPLICATIONS					
<u>Title</u>	Serial Number	Filing Date				
None.						
FOREIGN ISSU	JED PATENTS					
<u>Title</u>	Country Patent Nu	mber Issue Date				
None.		***************************************				
UNITED STATES PATENT APPLICATIONS						
<u>Title</u>	Serial Number	Filing Date				
None.						

Exhibit "A" Page 1

## EXHIBIT B

## UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

### AND COLLECTIVE MEMBERSHIP MARKS

	·	1	1	T	
			REG.	EXP.	
	Trademark	REG. #	DATE	DATE	
International	Union Bay	916863	2/26/2007	2/26/2017	Bahrain
International	UNIONBAY	977402	8/28/2008	8/28/2018	Various countries
International	UNION	860720	6/17/2005	6/17/2015	Philippines
International	ReUnion	1028496	1/20/2010	1/20/2020	Greece
Australia	Breezin	A402079	6/12/1987	1/3/2025	
Australia	Coloured Square Design	B401847	3/10/1988	1/9/2025	
Australia	Reunion	A439166	5/17/1989	1/14/2017	
Australia	Reunion Menswear	A439165	5/17/1989	1/14/2017	
Australia	Sergio Valente & Design	646941	3/27/1995	3/27/2025	
Australia	Union Bay	A417372	3/22/1989	10/26/2015	
Australia	UNION BAY	967461	5/4/2004	8/25/2023	
Australia	UB Logo	939880	1/10/2003	1/10/2023	
Austria	UB	193257	1/16/2001	1/31/2021	
Austria	Unionbay	193256	1/16/2001	1/16/2021	
Benelux	Sergio Valente	488447	10/31/1990	10/31/2020	
Benelux	Unionbay	690254	9/29/2000	8/20/2010	
Bosnia	UNIONBAY	BAZ0813253	12/22/2011	9/8/2018	
Brunei	Union Bay	22837	2/29/1996	2/29/2023	

Exhibit "B" Page 1

			<del></del>	r	
Canada	Ary Cooper	TMA604067	3/4/2004	3/4/2019	
Canada	Breezin	334073	11/13/1987	11/13/2017	
Canada	Coloured Square Design	329184	6/26/1987	6/26/2017	
Canada	French Star & Design	241700	3/21/1980	3/21/2025	
Canada	Heet Sportswear	308799	11/29/1985	11/29/2015	
Canada	Howe Design	TMA775316	8/24/2010	8/24/2025	
Canada	Reunion	340840	5/27/1988	5/27/2018	
Canada	Reunion Menswear	340839	5/27/1988	5/27/2018	
Canada	Saltaire	TMA685307	4/2/2007	4/1/2022	
Canada	Sergio Valente & Design	308310	11/15/1985	11/15/2015	
Canada	Sergio Valente & Design	TM403683	10/23/1992	10/23/2022	
Canada	Sergio Valente & Design	TMA275748	1/14/1983	1/14/2028	
Canada	Steerhead Design	298145	12/14/1985	12/14/2014	
Canada	Steerhead Design	311886	3/7/1986	3/7/2016	
Canada	Steerhead Design	405036	11/20/1992	11/20/2022	
Canada	Steerhead Design (new)	612891	6/16/2004	6/16/2019	
Canada	SUPPLIES	554894	12/3/2001	12/3/2016	
Canada	V stitching design	275754	1/14/1983	1/14/2028	
Canada	SV & Design	275755	1/14/1983	1/14/2013	
Canada	SV & Design	404206	10/30/1992	10/30/2022	
Canada	SV & Design (new)	TMA615224	7/20/2004	7/20/2019	
Canada	UB	TMA616473	8/9/2004	8/9/2019	
Canada	UB Logo	588395	8/27/2003	8/27/2018	
Canada	UNION & Design	TMA721707	8/21/2008	8/21/2023	
Canada	Union Bay	304642	7/12/1985	7/12/2015	

Canada	Union Bay Sportswear	305657	8/9/1985	8/9/2015	
Canada	UNIONBAY & Design (red bar logo)	590289	9/19/2003	9/19/2018	
Canada	UNIONBAY & Design	295632	8/10/1999	9/28/2029	
Canada	V & Design	275754	1/14/1983	1/14/2028	
Canada	Whale Design	293997	8/10/1984	8/10/2014	
China	REUNION (English)	7105461	9/7/2010	9/7/2020	
China	Saltaire	4293427	5/14/2008	5/13/2018	
China	Sergio Valente & Design	231539	8/15/1985	8/14/2015	
China	Supplies	1130601	11/28/1997	11/27/2017	
China	Supplies	1103967	9/14/1997	9/13/2017	
China	SV & Design	231537	8/15/1985	8/14/2015	
China	Unionbay	1103544	9/14/1997	9/13/2017	
China	UNIONBAY	9816237	1/21/2013	1/20/2023	
Colombia	Sergio Valente & Design	120893	7/22/1988	7/26/2021	
Cyprus	Sergio Valente & Design	B22146	11/26/1982	11/13/2016	
Cyprus	UNIONBAY	73338	12/13/2007	12/13/2027	
Czech Republic	UnionBay	186246	6/30/1995	3/29/2024	
Denmark ctm country	Unionbay	VR02.98781995	5/12/1995	5/12/2015	
EUROPEAN COMMUNITY	HOWE	2842524	4/2/2004	10/9/2022	
EUROPEAN COMMUNITY	REUNION	1797059	10/2/2001	8/7/2020	
EUROPEAN COMMUNITY	SALTAIRE	4021895	3/1/2006	9/6/2024	
EUROPEAN COMMUNITY	SERGIO VALENTE	1082001	6/10/2011	6/10/2021	

		T	T	1	
EUROPEAN COMMUNITY	U UNION	4501805	6/20/2005	6/30/2015	
EUROPEAN COMMUNITY	Union Stitching Design	7006885	1/14/2009	6/20/2018	
EUROPEAN					
COMMUNITY	Unionbay	1796937	8/7/2000	8/7/2020	
Finland	Unionbay Sergio Valente	141308	5/12/1995	12/5/2015	
France	Sergio Valente Sergio Valente & Design	1674219 1633693	7/22/1080	2/14/2021	<del></del>
France	Steerhead & Design	1674220	7/23/1980 3/5/1981	7/22/2020 2/14/2021	
France	UNION	3343396	7/29/2005	7/29/2015	
Germany	Sergio Valente	1009908	1/31/1980	1/31/2020	
Germany	Steerhead Design	1050049	10/13/1982	10/13/2022	· · · · · ·
Germany	Reunion	1183705	2/12/1992	1/31/2020	
Germany	UNIONBAY	30076775	11/22/2000	10/31/2020	
Germany	Union Bay & Design	2004963	10/14/1991	12/31/2020	
Germany	Unionbay (unitary)	1171802	8/2/1991	1/31/2020	
Greece	Reunion	1028496	1/20/2010	1/20/2020	
Greece	Unionbay	151002	3/19/2007	10/12/2015	
Hong Kong	Howe Design	301708326	3/9/2011	9/5/2020	
Hong Kong	Reunion	2986/1987	12/16/1985	12/16/2016	
Hong Kong	Saltaire	300293058	9/27/2004	9/26/2014	
Hong Kong	Sergio Valente	B1559/83	2/25/1982	2/25/2017	<del></del> · · · ·
Hong Kong	Union Bay	2988/1987	7/31/1985	7/31/2016	
Hong Kong	Union Bay and Design	19832547	4/22/1983	4/22/2024	
Hong Kong	UnionBay	07777 OF 1997	5/1/1996	5/1/2023	
Iceland	Unionbay	95/820	7/27/1995	7/27/2015	

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REUNION	918861	4/18/2000	4/18/2020	
UB	918859	4/18/2000	4/18/2020	
UNIONBAY	297820	4/18/2000	4/18/2020	
Re-Union (stylized)	315046	11/3/1994	8/18/2023	
Sergio Valente	162615	5/28/1994	5/18/2024	
Supplies	373188	11/6/1996	6/14/2015	
Unionbay	IDM000046352	5/30/1996	8/15/2015	
Unionbay	IDM000044531	6/18/1996	8/15/2015	<u> </u>
Unionbay	IDM000044532	5/30/1996	8/15/2015	
Union Bay	IDM000011809	3/21/1995	11/19/2023	
Unionbay	IDM000068567	8/11/1997	1/15/2016	
Sergio Valente	50854	11/15/1983	9/22/2015	
UNIONBAY	189561	10/14/2007	4/23/2016	
Reunion	754624	1/29/1987	1/31/2017	
Steerhead Design	472831	3/23/1987	2/18/2021	
UnionBay	944070	11/10/2004	2/16/2021	
Union Bay	603090	8/24/1993	10/3/2020	
UnionBay	909621	8/24/1993	10/3/2020	
Unionbay & Design	754625	10/2/1987	1/30/2017	
Ary Cooper	3366634	12/12/1997	12/12/2017	·
HOWE	4794987	8/13/2004	8/13/2024	
Re-Union	4307869	8/20/1999	8/20/2019	
Reunion (Katakana)	1978651	8/19/1997	8/19/2017	
Reunion & Design (English)	2076451	9/30/1998	9/30/2018	
Sergio Valente	2301919	2/27/1991	2/27/2021	
	UNIONBAY Re-Union (stylized) Sergio Valente Supplies Unionbay Unionbay Unionbay Union Bay Unionbay Sergio Valente UNIONBAY Reunion Steerhead Design UnionBay Union Bay Union Bay Reunion Steerhead Design UnionBay Union Bay Union Bay Reunion Reunion Re-Union Re-Union Reunion Reunion & Design (English)	UB         918859           UNIONBAY         297820           Re-Union (stylized)         315046           Sergio Valente         162615           Supplies         373188           Unionbay         IDM000046352           Unionbay         IDM000044531           Union Bay         IDM000044532           Union Bay         IDM000011809           Unionbay         IDM000068567           Sergio Valente         50854           UNIONBAY         189561           Reunion         754624           Steerhead Design         472831           UnionBay         944070           Union Bay         909621           Unionbay & Design         754625           Ary Cooper         3366634           HOWE         4794987           Re-Union         4307869           Reunion (Katakana)         1978651           Reunion & Design (English)         2076451	UB         918859         4/18/2000           UNIONBAY         297820         4/18/2000           Re-Union (stylized)         315046         11/3/1994           Sergio Valente         162615         5/28/1994           Supplies         373188         11/6/1996           Unionbay         IDM000046352         5/30/1996           Unionbay         IDM000044531         6/18/1996           Union Bay         IDM000044532         5/30/1996           Union Bay         IDM000011809         3/21/1995           Union Bay         IDM000068567         8/11/1997           Sergio Valente         50854         11/15/1983           UNIONBAY         189561         10/14/2007           Reunion         754624         1/29/1987           Steerhead Design         472831         3/23/1987           Union Bay         944070         11/10/2004           Union Bay         909621         8/24/1993           Union Bay         909621         8/24/1993           Union Bay         909621         8/24/1993           Union Bay         909621         8/24/1993           HOWE         4794987         8/13/2004           Re-Union         4307869	UB         918859         4/18/2000         4/18/2020           UNIONBAY         297820         4/18/2000         4/18/2020           Re-Union (stylized)         315046         11/3/1994         8/18/2023           Sergio Valente         162615         5/28/1994         5/18/2024           Supplies         373188         11/6/1996         6/14/2015           Unionbay         IDM000046352         5/30/1996         8/15/2015           Unionbay         IDM000044531         6/18/1996         8/15/2015           Union Bay         IDM000044532         5/30/1996         8/15/2015           Union Bay         IDM000011809         3/21/1995         11/19/2023           Union Bay         IDM000068567         8/11/1997         1/15/2016           Sergio Valente         50854         11/15/1983         9/22/2015           UNIONBAY         189561         10/14/2007         4/23/2016           Reunion         754624         1/29/1987         1/31/2017           Steerhead Design         472831         3/23/1987         2/18/2021           Union Bay         944070         11/10/2004         2/16/2021           Union Bay         909621         8/24/1993         10/3/2020

Japan	Sergio Valente	2482721	11/30/1992	11/30/2022	
Japan	Sergio Valente & Design	1953401	9/3/2008	9/3/2018	
Japan	Sergio Valente & Design	2284981	7/11/2000	11/30/2020	
Japan	Steerhead Design (new)	4519666	11/2/2001	11/2/2021	
Japan	UB & Design	4490949	7/13/2001	7/13/2021	
Japan	UB & Design	4490949	7/13/2001	7/13/2021	
Japan	UB & Design	4490949	7/13/2001	7/13/2021	
Japan	UB & Design	4490949	7/13/2001	7/13/2021	
Japan	UB & Design	4490949	7/13/2001	7/13/2021	
Japan	UB & Design	4490949	7/13/2001	7/13/2021	
Japan	Union Stitching Design	5213860	3/13/2009	3/13/2019	
Japan	UNIONBAY	4401766	7/21/2000	7/21/2020	
Japan	UNIONBAY	4215469	11/27/1998	11/27/2018	
Japan	UNIONBAY	4215470	11/27/1998	11/27/2018	
Japan	UNIONBAY	4401766	7/21/2000	7/21/2020	
Japan	UNIONBAY	1781152	6/25/1985	6/25/2015	
Japan	Whale Design	1802015	8/25/1985	8/29/2015	
Korea (South)	Heet (English)	309650	3/14/1986	3/15/2015	
Korea (South)	Heet (Phonetic Korean)	124696	6/27/1988	3/14/2016	
Korea (South)	Heet Sportswear (English)	124695	6/27/1988	3/14/2016	
Korea (South)	Howe	1051079	8/26/2011	8/26/2021	
Korea (South)	Re-Union (Phonetic Korean)	157635	6/27/1988	7/28/2018	
Korea	REUNION (English)	309651	3/15/1995	3/15/2015	

(South)					
Korea (South)	Re-Union (English)	40-203845	10/30/1990	10/30/2020	
Korea (South)	Reunion Menswear ( Phonetic Korean)	157634	7/28/1988	7/28/2018	
Korea (South)	Saltire	632667	9/26/2005	9/26/2015	
Korea (South)	Sergio Valente	251746	10/13/1992	10/13/2022	
Korea (South)	Sergio Valente	334656	3/5/1996	3/5/2016	
Korea (South)	Sergio Valente & Design	97686	1/6/1984	1/6/2024	
Korea (South)	Sergio Valente & Design	254420	11/16/1992	11/16/2022	
Korea (South)	Sergio Valente & Design	334658	3/5/1996	3/5/2016	
Korea (South)	Steerhead Design	40-845532	12/6/2010	12/6/2020	
Korea (South)	Steerhead Design	97816	1/13/1984	1/13/2024	
Korea (South)	SV & Design (new)	533976	11/1/2002	11/1/2022	
Korea (South)	Union Bay (English)	40-291306	6/9/1994	6/9/2024	
Korea (South)	Union Bay (English)	306007	1/17/1995	1/17/2015	
Korea (South)	UNION BAY	124698	3/15/1996	3/15/2016	
Korea (South)	Union Bay (Korean)	157638	6/27/1988	7/28/2018	
Korea (South)	Union Bay (with its Korean characters)	398397	3/6/1998	3/6/2018	
Korea	Union Bay Sportswear	157637	6/27/1988	7/28/2018	

(South)	(Korean)			
Korea (South)	Union Bay Sportswear (English)	124697	3/14/1986	3/14/2016
Korea (South)	Unionbay (Block/English)	271570	8/12/1993	8/12/2023
Korea (South)	UNIONBAY & Design (Phoentic Korean)	157636	7/28/1988	7/28/2018
Korea (South)	UNIONBAY (English)	308979	3/2/1995	3/2/2015
Korea (South)	UNIONBAY (English)	306007	1/17/1995	1/17/2005
Kuwait	UNIONBAY	71286	6/29/2008	3/6/2017
Kuwait	UNIONBAY	69782	3/16/2008	3/16/2018
Lebanon	UNIONBAY	157716	4/3/2014	4/3/2024
Malaysia	Sergio Valente	94007859	2/9/1994	2/9/2021
Malaysia	Unionbay	3015116	4/1/2008	11/6/2023
Malaysia	Unionbay	94007860	2/9/1994	9/2/2021
Malaysia	Unionbay	3015114	6/21/2004	11/1/2023
Malaysia	Unionbay	3015115	11/6/2003	11/6/2023
Mauritius	Unionbay	06939/2009	2/10/2009	5/16/2018
Mexico	A Cooper	856848	10/4/2004	10/4/2014
MEXICO	REUNION	409818	3/31/1992	4/1/2021
Mexico	Saltaire	869925	10/4/2004	10/4/2024
Mexico	Sergio Valente & Design	284119	2/3/1983	6/8/2021
Mexico	Sergio Valente & Design	284118	2/3/1983	3/11/2021
Mexico	Supplies	405367		7/17/2021
Mexico	Supplies	618917	8/25/1999	5/20/2016
Mexico	UNIONBAY	1151330	3/30/2010	3/12/2020

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UNIONBAY	1151331	3/30/2010	3/12/2020	
Union Bay	346612	4/13/1988	5/3/2015	
UNIONBAY & Design	436237	6/25/1993	12/3/2022	
Breezin	150884	1/25/1984	1/25/2015	
Reunion	162546	12/9/1985	12/9/2016	
Sergio Valente & Design	B134203	3/9/1987	4/10/2025	
Union Bay	700270	2/26/2004	8/25/2023	
Union Bay Sportswear	155997	11/28/1984	11/28/2015	
Unionbay	179619	2/7/1997	2/6/2017	
Unionbay	125402	10/3/1997	6/6/2016	
Sergio Valente & Design	27267	10/16/1981	10/20/2021	
Sergio Valente & Design	353314	11/21/1980	11/21/2020	
Reunion	4-1985-056993	3/20/2005	3/20/2025	
UNION BAY	4-1985-56668	5/10/2002	5/10/2022	
UNIONBAY	4-2011-000615	6/30/2011	6/30/2021	
Unionbay	92121	10/30/1996	5/6/2024	
Reunion	349055	6/28/2001	6/28/2021	
Sergio Valente & Design (new)	350011	10/10/2001	10/10/2021	
Unionbay	349054	6/28/2001	6/28/2021	
UNIONBAY	977406	8/28/2008	8/28/2018	
Re-Union	T94/00745I	1/27/1994	1/27/2024	
Sergio Valente & Design	T82/00470J	2/1/1982	2/1/2023	
Unionbay	T94/00746G	1/27/1994	1/27/2024	
Unionbay	3015116	10/31/2003	10/31/2023	
Unionbay	3015114	10/31/2003	10/31/2023	
	Union Bay UNIONBAY & Design Breezin Reunion Sergio Valente & Design Union Bay Union Bay Sportswear Unionbay Unionbay Sergio Valente & Design Sergio Valente & Design Reunion UNION BAY UNIONBAY Unionbay Reunion Sergio Valente & Design (new) Unionbay Reunion Sergio Valente & Design (new) UNIONBAY Unionbay Reunion Sergio Valente & Design (new) Unionbay UNIONBAY Re-Union Sergio Valente & Design Unionbay UNIONBAY	Union Bay         346612           UNIONBAY & Design         436237           Breezin         150884           Reunion         162546           Sergio Valente & Design         B134203           Union Bay         700270           Union Bay Sportswear         155997           Unionbay         179619           Unionbay         125402           Sergio Valente & Design         353314           Reunion         4-1985-056993           UNION BAY         4-2011-000615           Unionbay         92121           Reunion         349055           Sergio Valente & Design (new)         350011           Unionbay         349054           UNIONBAY         977406           Re-Union         T94/00745I           Sergio Valente & Design         T82/00470J           Unionbay         3015116	Union Bay         346612         4/13/1988           UNIONBAY & Design         436237         6/25/1993           Breezin         150884         1/25/1984           Reunion         162546         12/9/1985           Sergio Valente & Design         B134203         3/9/1987           Union Bay         700270         2/26/2004           Union Bay Sportswear         155997         11/28/1984           Unionbay         179619         2/7/1997           Unionbay         125402         10/3/1997           Sergio Valente & Design         27267         10/16/1981           Sergio Valente & Design         353314         11/21/1980           Reunion         4-1985-056993         3/20/2005           UNION BAY         4-1985-56668         5/10/2002           UNIONBAY         4-2011-000615         6/30/2011           Unionbay         92121         10/30/1996           Reunion         349055         6/28/2001           Unionbay         349054         6/28/2001           UNIONBAY         977406         8/28/2008           Re-Union         T94/007451         1/27/1994           Sergio Valente & Design         T82/00470J         2/1/1982	Union Bay         346612         4/13/1988         5/3/2015           UNIONBAY & Design         436237         6/25/1993         12/3/2022           Breezin         150884         1/25/1984         1/25/2015           Reunion         162546         12/9/1985         12/9/2016           Sergio Valente & Design         B134203         3/9/1987         4/10/2025           Union Bay         700270         2/26/2004         8/25/2023           Union Bay Sportswear         155997         11/28/1984         11/28/2015           Unionbay         179619         2/7/1997         2/6/2017           Unionbay         125402         10/3/1997         6/6/2016           Sergio Valente & Design         353314         11/21/1980         11/21/2020           Reunion         4-1985-056993         3/20/2005         3/20/2025           UNION BAY         4-1985-056993         3/20/2005         3/20/2025           UNIONBAY         4-2011-000615         6/30/2011         6/30/2021           Unionbay         92121         10/30/1996         5/6/2024           Reunion         349055         6/28/2001         6/28/2021           Unionbay         349054         6/28/2001         6/28/2021 <t< td=""></t<>

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United States	Heet	1369129	11/5/1985	11/5/2015	
United States	REUNION	3109267	6/27/2006	6/27/2016	
United States	Re-Union	1949233	1/16/1996	1/16/2016	
United States	Re-Union Menswear	1951488	1/23/1996	1/23/2016	
United States	Salt Aire	2990683	8/30/2005	8/30/2015	
United States	Saltaire	3158655	10/17/2006	10/17/2016	
United States	Saltaire	2984258	8/9/2005	8/9/2015	
United States	Saltaire	3386482	2/19/2008	2/19/2018	
United States	Saltaire Logo §	3077670	4/4/2006	4/4/2016	
United States	Saltaire Palm Tree Logo	3028216	12/13/2005	12/13/2015	
United States	Sergio	1386873	3/18/1986	3/18/2016	
United States	Sergio Valente	1301771	10/23/1984	10/23/2014	
United States	Sergio Valente & Design	1305073	11/13/1984	11/13/2014	
United States	Sergio Valente & Design	1305071	11/13/1984	11/13/2014	
	Sergio Valente & Design				
United States	(New Bullhead)	2391245	10/3/2000	10/3/2020	
United States	Sister Moon & Design	3037827	1/3/2006	1/3/2016	
United States	Steerhead Design	1201233	7/13/1982	7/13/2022	
United States	Steerhead Design (New)	2693322	3/4/2003	3/4/2023	
United States	Supplies	1741444	12/22/1992	12/22/2022	
United States	Twin Palms Logo	3028216	12/13/2005	12/13/2015	
United States	UB	2445209	4/17/2001	4/17/2021	
United States	UB	2454045	5/22/2001	5/22/2021	
United States	UB	2364561	7/4/2000	7/4/2020	
United States	UB	2455084	5/29/2001	5/29/2021	
United States	UB & Design	2452994	5/22/2001	5/22/2021	

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United States	U UNION	3082240	4/10/2006	4/10/2016	· · · · · · · · · · · · · · · · · · ·
United States	UNION Button Design	3076424	4/4/2006	4/4/2016	
United States	UNION	2927728	2/22/2005	2/22/2025	
United States	UNION	3858407	10/5/2010	10/5/2020	
United States	UNION	3975507	6/7/2011	6/7/2021	
United States	UNION	4511000	4/8/2014	4/8/2024	
United States	UNION	3975508	6/7/2011	6/6/2021	
United States	Union Stitching Design	3421033	4/29/2008	4/29/2018	
United States	Union Stitching Design	3421034	4/29/2008	4/29/2018	
United States	Union J Stitching	3607050	4/14/2009	4/14/2019	
United States	Union Bay & Whale Design	1306070	11/20/1984	11/20/2024	
United States	Union Bay Sportswear	1297730	9/25/1984	9/25/2024	
United States	UNIONBAY	2451946	5/15/2001	5/15/2021	
United States	UNIONBAY	2441584	4/3/2001	4/3/2021	
United States	UNIONBAY	2364481	7/4/2000	7/4/2020	
United States	UNIONBAY	2353790	5/30/2000	5/30/2020	
United States	UNIONBAY (block)	1297731	9/25/1984	9/25/2014	
United States	Unionbay (Stylized)	1559904	10/10/1989	10/10/2019	
United States	Unionbay & Design (Red Bar Logo)	2283336	10/5/1999	10/5/2019	
Vietnam	Ary Cooper	13302	9/14/1994	3/20/2023	
Vietnam	Sergio Valente	13301	9/14/1994	3/20/2023	
Vietnam	Supplies by Unionbay	13300	9/14/1994	3/20/2023	
Vietnam	Unionbay	13321	9/15/1994	3/20/2023	·

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**RECORDED: 09/15/2014**