

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319853

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Affinity Specialty Apparel, Inc.		09/26/2014	CORPORATION: DELAWARE
Affinity RMC, Inc.		09/26/2014	CORPORATION: DELAWARE
Riverside Manufacturing Company D.R.		09/26/2014	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2866261	A WORLD OF SERVICE
Registration Number:	3534837	
Registration Number:	2864653	DURATION
Registration Number:	3000087	DURATION DESIGNED FOR AND BY COPS
Registration Number:	3130371	DURAWICK
Registration Number:	3009176	EXECUTIVE COLLECTION
Registration Number:	4552199	FAIR SHARE
Registration Number:	1348011	FLEXBAC
Registration Number:	3668510	FR
Registration Number:	4404361	G. A. RIVERS
Registration Number:	2741419	MADE IN THE USA YOUR SOURCE FOR QUALITY
Registration Number:	3714575	MASTERLINER
Registration Number:	2691563	RIGHT IMAGE
Registration Number:	2751001	RIGHT IMAGE BY RIVERSIDE
Registration Number:	2321811	
Registration Number:	2321812	RIVERSIDE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3601701	RIVERSIDE
Registration Number:	0624108	RIVERSIDE MASTERBILT
Registration Number:	3671770	RIVERSIDE PROTECTIVE APPAREL FR
Serial Number:	85606593	RIVERSIDE THE CLOTHES YOU WANT TO WEAR
Registration Number:	1142634	RIVERSIDE"WE CLOTHE THE WORLD WITH QUALI
Registration Number:	3605620	RIVERSIDE YOUR SOURCE FOR QUALITY UNIFOR
Registration Number:	2360155	RIVERSIDERS
Registration Number:	1873941	WE CLOTHE THE WORLD WITH QUALITY
Registration Number:	2737525	YOUR SOURCE FOR QUALITY UNIFORMS
Registration Number:	2988685	RIVERSIDE

CORRESPONDENCE DATA

Fax Number: 2163634588

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: 216.363.4677

Email: trademark@beneschlaw.com

Correspondent Name: Duncan H. Poirier

Address Line 1: Benesch Friedlander Coplan & Aronoff LLP

Address Line 2: 200 Public Square, Suite 2300

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER: 37957.1

NAME OF SUBMITTER: Duncan H. Poirier

SIGNATURE: /Duncan H. Poirier/

DATE SIGNED: 10/13/2014

Total Attachments: 21

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, as it may be amended, restated or otherwise modified from time to time (this "Agreement"), is executed as of this 26th day of September 2014, by AFFINITY SPECIALTY APPAREL, INC., a corporation organized under the laws of the State of Delaware ("Affinity"), AFFINITY RMC, INC., a Delaware corporation ("Affinity RMC"), RIVERSIDE MANUFACTURING COMPANY D.R. ("Riverside" and together with Affinity RMC and Affinity and their respective successors and assigns, the "Pledgors"), to PNC BANK, NATIONAL ASSOCIATION (together with its successors and assigns in its capacity as agent, "Agent"), as agent for the financial institutions which are now or which hereafter become a party to the Credit Agreement, as hereinafter defined (collectively, "Lenders").

RECITALS:

Pledgors, each other party which may be added as a Borrower thereto subsequent to the date hereof (collectively, together with Pledgors, "Borrowers" and each individually a "Borrower"), AFFINITY GROUP HOLDINGS, INC., a corporation organized under the laws of the State of Delaware ("Holdings"), certain other Credit Parties which from time to time become party thereto, Agent and Lenders are entering into that certain Revolving Credit, Guaranty and Security Agreement, dated as of the date hereof (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgors desire that Lenders grant to Borrowers the financial accommodations as described in the Credit Agreement.

Pledgors deems it to be in their direct pecuniary and business interests that Borrowers obtain from Lenders the Advances (as defined in the Credit Agreement), and other financial accommodations provided for in the Credit Agreement.

Pledgors understand that Agent and Lenders are willing to enter into the Credit Agreement and to grant to Borrowers the Advances and such financial accommodations only upon certain terms and conditions, one of which is that Pledgors grant to Agent, for the benefit of Lenders, a security interest in, and an assignment of, the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Agent and Lenders entering into the Credit Agreement, granting to Borrowers the Advances and such other financial accommodations and for other valuable consideration.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Collateral" shall mean, collectively, all of each Pledgor's right, title and interest in existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of each

Pledgor's business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing.

"Debt" shall mean the Obligations, as such term is defined in the Credit Agreement.

"Licenses" shall mean any license agreement with any other party, whether any Pledgor is a licensor or licensee under any such license agreement, if any.

"Patents" shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, if any, and those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; (d) all rights corresponding thereto throughout the world.

"Obligor" shall mean a Person whose credit or any of whose property is pledged to the payment of any portion of the Debt and includes, without limitation, (a) each Pledgor, each other Borrower and Holdings and (b) any other Guarantor.

"PTO" shall mean the United States Patent and Trademark Office.

"Trademarks" shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application (other than intent to use applications), if any, including, without limitation, the trademark registrations, and trademark applications, listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, each Pledgor hereby agrees that Agent shall at all times have, and hereby grants to Agent, for its benefit and for the ratable benefit of each Lender, a security interest in all of the Collateral (other than the Excluded Assets), including (without limitation) all of such Pledgor's future Collateral (other than the Excluded Assets), irrespective of any lack of knowledge by Agent or Lenders of the creation or acquisition thereof.

3. Warranties and Representations. Pledgors represent and warrant to Agent and Lenders that as of the date hereof:

(a) Except as would not reasonably be expected to cause a Material Adverse Effect, Pledgors own all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) except as set forth on Schedule 5.9 of the Credit Agreement, no Pledgor has any knowledge of any claim that the use of any of the material Collateral does or may violate the rights of any Person;

(c) except for Permitted Encumbrances, Pledgors are the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the material Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgors not to sue third Persons other than non-exclusive licenses in the ordinary course of business;

(d) Pledgors have full power, authority and legal right to pledge the Collateral pursuant to and in accordance with this Agreement and enter into this Agreement and perform its terms;

(e) Pledgors have used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect;

(f) Pledgors represent and warrant that they are the true and lawful owner or licensee of the Trademarks listed on Schedule B attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered in the PTO that any Pledgor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to its business. Pledgors represent and warrant that they own or are licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on Schedule B. Pledgors further warrant that they are not aware of any third party claim that any aspect of any Pledgor's present or contemplated business operations infringes or will infringe on any registered trademark or registered service mark in a manner which would reasonably be expected to have a Material Adverse Effect; and

(g) Pledgors represent and warrant that they is the true and lawful owner or licensee of all rights in the Patents listed on Schedule A attached hereto and made a part hereof, that said Patents constitute all the United States patents and applications for United States patents that any Pledgor now owns, other than any such patents, applications and registrations which are (i) owned but not used and (ii) not material to its business. Pledgors represent and warrant that they own or are licensed to use or practice under all Patent registrations and applications that it owns, uses or practices under, and that it owns all of the Patent registrations and applications listed on

Schedule A. Pledgors further warrant that they are not aware of any third party claim that any aspect of any Pledgor's present or contemplated business operations infringes or will infringe on any patent in a manner which would reasonably be expected to have a Material Adverse Effect.

4. Further Assignment Prohibited. Pledgors shall not enter into any agreement that is inconsistent with Pledgors' material obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral other than in the ordinary course of business consistent with past practice or as otherwise permitted by the Credit Agreement without Agent's prior written consent. Absent such prior written consent, any such attempted sale or license is null and void.

5. Right to Inspect. Each Pledgor hereby grants to Agent and Lenders and their respective employees and agents the right to visit any location of such Pledgor and to inspect Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in the Credit Agreement.

6. Standard Patent and Trademark Use. Pledgors shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgors shall use commercially reasonable efforts to comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgors shall use commercially reasonable efforts to further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

7. Event of Default.

(a) Pledgors expressly acknowledge that Agent may record this Agreement with the PTO. The provisions of this paragraph (a) shall not limit or contradict the provisions of the following paragraph (b) or any of the rights and remedies of Agent described therein.

(b) If an Event of Default shall occur and be continuing, such Pledgor irrevocably authorizes and empowers Agent, on behalf of Lenders, to terminate such Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law, including without limitation all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent may sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that such Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all expenses for attorneys' and brokers' fees and other legal services), Agent shall apply such proceeds against payment of the Debt in accordance with the terms of the Credit Agreement. Notice of any sale or other disposition of the Collateral shall be given to the applicable Pledgor at least ten (10) Business Days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition,

Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. Termination. At such time as the Debt has been irrevocably paid in full (other than contingent indemnity obligations for which no claim has been asserted), the commitments of Lenders under the Credit Agreement terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and Lenders (or any of them), this Agreement shall terminate and Agent shall, upon Pledgors' request, execute and deliver to Pledgors, at Pledgors' expense, all deeds, assignments, and other instruments as Pledgors shall reasonably request to evidence the release of Agent's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Agent pursuant hereto; provided, however that the provisions of Sections 9(b), 11(b), 22, 23, 24, 25, 26 and 27 shall survive any termination of this Agreement.

9. Maintaining Collateral, Attorneys' Fees, Costs and Expenses.

(a) Pledgors shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the Collateral as required by and in accordance with the Credit Agreement, provided that Pledgors shall not be obligated to maintain any Collateral in the event Pledgors determine, in the reasonable business judgment of Pledgors, that the maintenance of such Collateral is no longer material to Pledgors' business.

(b) Any and all reasonable and documented out-of-pocket fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Agent and Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid in accordance with Section 17.5 of the Credit Agreement.

10. Pledgors' Obligations to Prosecute. Except as otherwise agreed to by Agent in writing, Pledgors shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement unless Pledgors determine in their reasonable business judgment to not pursue any such application, and to do any and all acts that are reasonably necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees, except for any such Collateral that is not material to the business and for any such Collateral that Pledgors determines in its reasonable business judgment not to so maintain. Any reasonable expenses incurred by Agent in connection with the Collateral shall be borne by Pledgors. Pledgors shall not abandon any

Collateral without the prior written consent of Agent unless such abandonment will not have a Material Adverse Effect on Pledgors or such abandonment is an abandonment of a product or product line.

11. Agent's Rights to Enforce.

(a) Pledgors shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Agent and Lenders shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default.

(b) Pledgors shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Agent and Lenders for all damages, and reasonable expenses, including attorneys' fees incurred by Agent in connection with the provisions of this Section 11, in the event Agent and Lenders elect to join in any such action commenced by Pledgors.

12. Power of Attorney. Pledgors hereby authorizes and empowers Agent, on behalf of Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its discretion, as each Pledgor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse each Pledgor's name on all applications, documents, papers and instruments reasonably necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or reasonably necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties, including the power to execute in the name of each Pledgor and deliver to the PTO for recording instruments of assignment and/or transfer for all or any part of the Collateral naming as assignee or transferee either Agent or any party that may purchase all or any part of the Collateral at any public or private sale conducted by Agent as a secured creditor. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Agent's Right to Perform Obligations. If any Pledgor materially fails to comply with any of its obligations under this Agreement, Agent, on behalf of Lenders, may after notice to such Pledgor, but is not obligated to, do so in such Pledgor's name or in Agent's name, but at such Pledgor's expense, and such Pledgor hereby agrees to reimburse Agent on demand in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgors shall, to the extent required by Section 6.11 of the Credit Agreement, enter into such additional documents or instruments as may be reasonably required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been satisfied in full, Pledgors shall obtain rights to any new Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A or B attached hereto and made a part hereof as of the date hereof, and Pledgors shall give Agent prompt written notice thereof as required in the Credit Agreement.

16. Modification for New Collateral. Pledgors hereby authorizes Agent to modify this Agreement by amending Schedules A and/or B to include any future Collateral as contemplated by Sections 2 and 15 hereof and, at Agent's request, Pledgors shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A and/or B shall be effective without the signature of Pledgors. Pledgors hereby acknowledge that Agent may refile or re-record this Agreement with the PTO, together with any such modification to Schedules A and/or B.

17. No Waiver. No course of dealing between Pledgors and Agent and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Lenders, any right, power or privilege hereunder or under any of the Other Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Agent and Lenders with respect to the Collateral, whether established hereby, in the Credit Agreement, or by the Other Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgors and Agent, on behalf of Lenders. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgors may not assign any of its rights or duties hereunder without the prior written consent of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be given to or made upon Pledgors or Agent as the case may be, in accordance with the terms of Section 17.6 of the Credit Agreement.

23. Governing Law. This Agreement shall be construed in accordance with and governed by the internal law, and not the law of conflicts, of the State of New York. Any judicial proceeding brought by or against any Pledgor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of Ohio, United States of America, and by execution and delivery of this Agreement, each Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to such Pledgor at its address set forth in Section 17.6 of the Credit Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at the Agent's option, by service upon such Pledgor. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against any Pledgor in the courts of any other jurisdiction. Each Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each Pledgor waives the right to remove any judicial proceeding brought against such Pledgor in any state court to any federal court. Any judicial proceeding by any Pledgor against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Cuyahoga, State of Ohio.

24. Indemnity: Administration and Enforcement. Pledgors will reimburse Agent, on Agent's demand from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) incurred by Agent, as the case may be, in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgors, at a rate per annum equal to the Default Rate.

25. Unconditional and Continuing Security Interest. Pledgors' obligations under this Agreement and the granting of a security interest to Agent pursuant to this Agreement are unconditional and effective immediately, and those obligations and the security interest so granted shall continue in full effect until the Debt shall have been paid in full, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, regardless of any act, omission, or course of dealing whatever on the part of Agent and Lenders, or any of them, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this

Agreement, nor Pledgors' obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Agent or any Lender of any credit to any Obligor, whether or not liability therefor constitutes Debt, or any failure or refusal of Agent or any Lender to grant any other credit to any Obligor even if Agent or such Lender thereby breaches any duty or commitment to any Pledgor or any other Person,

(b) the application by Agent or any Lender of credits, payments, or proceeds to any portion of the Debt,

(c) any extension, renewal, or refinancing of the Debt in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of the Credit Agreement or any Other Document, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default (under this Agreement or the Credit Agreement), including without limitation, (i) any extension or change in the time of payment, and/or the manner, place or terms of payment of any or all of Debt, (ii) any renewal, extension of the maturity of the Debt, (iii) any increase or decrease of any loans and extension of credit (and/or any maximum credit limits or sublimits with respect to any such loans or extensions of credit) constituting the Debt, and/or making available to any one or more of Pledgors or other Credit Parties any new or additional or increased loans or extensions of credit (whether such new, additional or increased loans or extensions of credit are the same or of new or different types as the loans and extensions of credit available to Pledgors and the other Credit Parties under the Credit Agreement and the other Debt as of the date hereof) and (iv) any modification of the terms and conditions under which loans and extensions of credit may be made under the Credit Agreement,

(e) any acceptance of security for or any other Obligor on the Debt or any part thereof, or any release of any security or other Obligor (or compromise or settlement of the liability of any Obligor for the Debt), whether or not Agent or any Lender receives consideration for the release, compromise or settlement,

(f) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Agent or any Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, Lien or interest, or to enforce any right or remedy, or any delay or neglect by Agent or any Lender in respect of the Debt or any part thereof or any security therefor,

(h) any failure to give Pledgors notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by

any Pledgor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

(i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of any Other Document.


26. No Setoff; Rights Against Other Obligors. Pledgors hereby (a) waive all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgors against Agent or any Lender, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Debt shall have been paid in full, Pledgors will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

27. Credit Agreement. This Agreement has been executed and delivered by the Pledgor for the purpose of registering the security interest of the Agent in the Intellectual Property Collateral with the PTO. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each other Lender pursuant to the Credit Agreement. The Credit Agreement (and all rights and remedies of the Agent and each other Lender thereunder) shall remain in full force and effect in accordance with its terms. In the event of any inconsistency between any of the terms or provisions in this Agreement and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.


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27. JURY TRIAL WAIVER. EACH PARTY TO THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, LENDERS AND PLEDGORS, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGORS, AGENT AND LENDERS, OR ANY OF THEM.

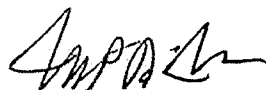
AFFINITY SPECIALTY APPAREL, INC.

By: 
Print Name: Michael DiMino
Title: Chief Executive Officer

AFFINITY RMC, INC.

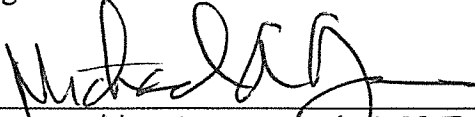
By: 
Print Name: Michael DiMino
Title: Chief Executive Officer

RIVERSIDE MANUFACTURING COMPANY
D.R.

By: 
Print Name: Michael DiMino
Title: Chief Executive Officer

[Signature Page – IP Security Agreement – PNC/Affinity Specialty Apparel, Inc.]

PNC BANK, NATIONAL ASSOCIATION,
as Agent and as a Lender

By: 
Print Name: MICHAEL A. WASSER
Title: SENIOR VICE PRESIDENT

[Continuation of Signature Page – IP Security Agreement – Affinity Specialty Apparel, Inc.]

STATE OF OH)
) SS:
COUNTY OF Greene)

BEFORE ME, the undersigned authority, on this day personally appeared Michael DiMino, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said AFFINITY SPECIALTY APPAREL, INC., a Delaware corporation, and that he/she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of Sept, 2014.



C. J. Pennington
Notary Public, State of Ohio
My Commission Expires
April 30, 2015

C. J. Pennington
Notary Public
My commission expires: April 30th 2015

STATE OF OH)
) SS:
COUNTY OF Greene)

BEFORE ME, the undersigned authority, on this day personally appeared Michael DiMino, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said AFFINITY RMC, INC., a Delaware corporation, and that he/she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of Sept, 2014.



C. J. Pennington
Notary Public, State of Ohio
My Commission Expires
April 30, 2015

C. J. Pennington
Notary Public
My commission expires: April 30th 2015

[Notary Page – IP Security Agreement – Affinity Specialty Apparel, Inc.]

STATE OF OH)
) SS:
COUNTY OF Greene)

BEFORE ME, the undersigned authority, on this day personally appeared Michael DiMino, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said RIVERSIDE MANUFACTURING COMPANY D.R., a Georgia corporation, and that he/she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of Sept,
2014.



C. J. Pennington
Notary Public, State of Ohio
My Commission Expires
April 30, 2015

C. J. Pennington
Notary Public
My commission expires: April 30th 2015

[Continuation of Notary Page – IP Security Agreement – Affinity Specialty Apparel, Inc.]

TRADEMARK
REEL: 005379 FRAME: 0565

SCHEDULE A

Patents

US Patents

Credit Party	Patent Title	Application No.	Patent Date	Patent Number
Affinity Specialty Apparel, Inc.	Virtual Sizing System and Method	11/659,056	06/16/2009	7,548,794
Affinity RMC, Inc.	Shirt with Reinforced Front	11/118888	-	-
Affinity RMC, Inc.	Shirt with Reinforced Front	12/433,352	08/02/2011	7,987,521
Affinity RMC, Inc.	Shirt with Reinforced Front	13/188906	-	-
Affinity RMC, Inc.	Breathable, Vented, Flame Resistant Shirt	12/545,344	09/06/2011	8,011,020
Affinity RMC, Inc.	Breathable, Vented, Flame Resistant Shirt	11/401,617	08/25/2009	7,578,005





Foreign Patents










Credit Party	Patent Title	Country	Application No.	Patent Date	Patent Number
Affinity Specialty Apparel, Inc.	Virtual Sizing System and Method	Canada	2,620,360	N/A	N/A

SCHEDULE B

Trademarks





US Trademarks









Credit Party	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
Affinity RMC, Inc.	A WORLD OF SERVICE	76/512610 4/21/2003	2866261 7/27/2004
Affinity RMC, Inc.	Bandage Design 	77/20562 6/14/2007	3534837 11/18/2008
Affinity RMC, Inc.	DURATION	76/535503 7/28/2003	2864653 7/20/2004
Affinity RMC, Inc.	DURATION and Design 	76/593662 5/20/2004	3000087 5/20/2004
Affinity RMC, Inc.	DURAWICK	76/613380 9/27/2004	3130371 8/15/2006
Affinity RMC, Inc.	EXECUTIVE COLLECTION	76/527553 7/3/2003	3009176 10/25/2005
Affinity RMC, Inc.	FAIR SHARE	85/569314 3/14/2012	4552199 6/17/2014
Affinity RMC, Inc.	FLEXBAC	73/369667 6/14/1982	1348011 7/9/1985
Affinity RMC, Inc.	FR and Design 	77/527891 7/22/2008	3668510 8/18/2009
Affinity RMC, Inc.	G. A. RIVERS	85/646799 6/8/2012	4404361 9/17/2013
Affinity RMC, Inc.	MADE IN THE USA and Design 	76/425021 6/24/2002	2741419 7/29/2003
Affinity RMC, Inc.	MASTERLINER	77/697546 3/24/2009	3714575 11/24/2009
Affinity RMC, Inc.	RIGHT IMAGE	76/263500 5/30/2001	2691563 2/25/2003


Credit Party	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
Affinity RMC, Inc.	RIGHT IMAGE BY RIVERSIDE and Design 	76/263449 5/30/2001	2751001 8/12/2003
Affinity RMC, Inc.	River Design 	75/673640 4/2/1999	2321811 2/22/2000
Affinity RMC, Inc.	RIVERSIDE	75/673641 4/2/1999	2321812 2/22/2000
Affinity RMC, Inc.	RIVERSIDE and Design 	77/541204 8/7/2008	3601701 4/7/2009
Affinity RMC, Inc.	RIVERSIDE and Design 	76/593311 5/20/2004	2988685 8/30/2005
Affinity RMC, Inc.	RIVERSIDE MASTERBILT and Design 	71/684760 4/1/1955	0624108 3/27/195
Affinity RMC, Inc.	RIVERSIDE PROTECTIVE APPAREL FR and Design 	77/522209 8/25/2009	3671770 8/25/2009
Affinity RMC, Inc.	RIVERSIDE THE CLOTHES YOU WANT TO WEAR and Design  The Clothes You Want To Wear	85/606593 4/24/2012	—
Affinity RMC, Inc.	RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design  We Cloth the World With Quality	73/177425 7/7/1978	1142634 12/9/1980
Affinity RMC, Inc.	RIVERSIDE YOUR SOURCE FOR QUALITY UNIFORMS and Design  Your Source For Quality Uniforms	77/560160 9/2/2008	3605620 4/14/2009

Credit Party	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
Affinity RMC, Inc.	RIVERSIDERS	75/767694 8/4/1999	2360155 6/20/2000
Affinity RMC, Inc.	WE CLOTHE THE WORLD WITH QUALITY	74/477343 1/7/1994	1873941 1/17/1995
Affinity RMC, Inc.	YOUR SOURCE FOR QUALITY UNIFORMS	76/108611 8/11/2000	2737525 7/15/2003

Foreign Trademarks

Credit Party	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Affinity RMC, Inc.	RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design 	Argentina	2583402 4/13/2005	2075360 3/27/2006
Affinity RMC, Inc.	RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design 	Benelux	54067 8/12/1985	411871
Affinity RMC, Inc.	RIVERSIDE MASTERBILT	Bermuda	8298 8/22/1977	—
Affinity RMC, Inc.	RIVERSIDE WE CLOTH THE WORLD and Design	Bolivia	1549-1992 6/24/1992	58170 3/21/1995
Affinity RMC, Inc.	RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design 	Canada	541276 5/3/1985	TMA318320 9/12/1986
Affinity RMC, Inc.	RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design 	France	INPI754988 8/8/1985	1319823

Credit Party	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Affinity RMC, Inc.	RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design 	Germany	R43026 4/16/1985	1084884 11/26/1985
Affinity RMC, Inc.	RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design 	Ireland	115871 4/15/1985	115871
Affinity RMC, Inc.	RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design 	Japan	H05-102342 10/12/1993	4143953 5/8/1998
Affinity RMC, Inc.	RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design 	Mexico	141827 6/11/1992	444144 10/14/1993
Affinity RMC, Inc.	RIVERSIDE and Design 	Peru	166175-2002 5/27/1992	PI0100372 11/11/1992
Affinity RMC, Inc.	RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design 	Portugal	231139 8/12/1985	231139 1/2/1992
Affinity RMC, Inc.	RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design 	Switzerland	4780/1985 8/7/1985	343403
Affinity RMC, Inc.	RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design 	United Kingdom	B1244936 6/27/1985	B1244936 6/27/1985

Credit Party	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Affinity RMC, Inc.	RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design 	Venezuela	2009-005301 3/31/2009	
Affinity RMC, Inc.	RIVERSIDE WE CLOTHE THE WORLD WITH QUALITY	Venezuela	2009-003530 3/6/2009	P302336 2/26/2010
Affinity RMC, Inc.	WE CLOTHE THE WORLD WITH QUALITY	Venezuela	2009-005720 4/3/2009	
Affinity RMC, Inc.	WE CLOTHE THE WORLD WITH QUALITY	Venezuela	2009-004984 3/26/2009	

***INTELLECTUAL PROPERTY SECURITY AGREEMENT – PNC BANK/AFFINITY
SPECIALTY – AFFINITY SPECIALTY APPAREL, INC.***