

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338173

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A & H SPORTSWEAR CO., INC.		04/13/2015	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	MANUFACTURERS AND TRADERS TRUST COMPANY
Street Address:	25 South Charles Street
Internal Address:	Attention: Asset Lending Group
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21201
Entity Type:	banking corporation: NEW YORK

PROPERTY NUMBERS Total: 96

Property Type	Number	Word Mark
Registration Number:	2691564	@SEA
Registration Number:	3306853	A SLIMMER SHAPE IN SECONDS!
Registration Number:	3929419	A SLIMMER YOU IN SECONDS
Registration Number:	1812225	AMERICAN BEACH
Registration Number:	3043492	AMERICAN SWIMWEAR
Registration Number:	1783745	AMERICAN SWIMWEAR OUTLET
Registration Number:	3773619	AQUAGOLD
Registration Number:	3986231	AQUAGREEN
Registration Number:	3779934	AQUATECH
Registration Number:	4183651	BLESSED WITH GREAT JEANS
Registration Number:	1819041	BUZZOOMS
Registration Number:	4132182	COMFORT CONTROL
Registration Number:	2423618	CUSTOM CURVES
Registration Number:	2476639	CYBERSWIM
Registration Number:	1122422	DIPPERS
Registration Number:	2395965	DISCOVER A SENSATIONAL SHAPE IN SECONDS
Registration Number:	4448037	DREAMBODY
Registration Number:	3871201	DREAMSUIT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2172905	DUNE DECK
Registration Number:	2423184	ENDUROTEx
Registration Number:	3280281	EVERY SWIMSUIT HAS A SILVER LINING
Registration Number:	1958960	FABULIFT
Registration Number:	3934803	HYDROTECH
Registration Number:	4176030	JEANSHAPER
Registration Number:	4080328	KRINKLE
Registration Number:	3286256	LAURA R
Registration Number:	3496581	LIQUID MERCURY
Registration Number:	2172906	LITTLE MISS DUNE DECK
Registration Number:	3896125	LOOK 10 LBS LIGHTER IN 10 SECONDS
Registration Number:	3325132	LOOK 20 POUNDS SLIMMER IN 10 SECONDS
Registration Number:	3007669	LOOK 7 LBS. SLIMMER IN SECONDS
Registration Number:	3325131	LOOK 8 POUNDS SLIMMER IN 8 SECONDS
Registration Number:	3325130	LOOK 9 POUNDS SLIMMER IN 9 SECONDS
Registration Number:	3177370	LOOK AND FEEL SLIMMER IN SECONDS
Registration Number:	3402233	LOOK SLENDER IN SECONDS
Registration Number:	4099486	LOOK SLIM WITHOUT THE GYM
Registration Number:	2165585	LOOK SLIM WITHOUT THE GYM
Registration Number:	4099485	LOOK SLIMMER IN SECONDS
Registration Number:	2340925	LOOK SLIMMER IN SECONDS
Registration Number:	1981162	LOOK TEN POUNDS LIGHTER IN TEN SECONDS
Registration Number:	3133468	LOOK TRIM FEEL SLIM IN SECONDS
Registration Number:	2121641	LOOK TRIMMER IN SECONDS
Registration Number:	2756417	MAGIC BRA
Registration Number:	3335611	MAGIC BRA
Registration Number:	4049527	MAGIC DRESS
Registration Number:	3632390	MAGIC JEANS
Registration Number:	3181266	MAGIC MAN
Registration Number:	3187721	MAGIC SUIT
Registration Number:	4187166	MAGICBODY
Registration Number:	2039746	MAGICBODY
Registration Number:	2751093	MAGICBODY
Registration Number:	2302377	MAGICSHAPER
Registration Number:	3101104	MAGICTEX
Registration Number:	3981406	MAINSTREAM
Registration Number:	4194926	MIGHTY BRA
Registration Number:	4495016	MIRACLE MAN

Property Type	Number	Word Mark
Registration Number:	2011542	MIRACLEBODY
Registration Number:	3002228	MIRACLEBODY
Registration Number:	2787470	MIRACLEBODY
Registration Number:	4115402	MIRACLEJEANS
Registration Number:	4459354	MIRACLEMAN
Registration Number:	4135953	MIRACLESHAPER
Registration Number:	1728652	MIRACLESUIT
Registration Number:	2631990	MIRACLESUIT
Registration Number:	3880666	NO MORE MUFFIN TOP
Registration Number:	1851551	ONE HUNDRED DEGREES
Registration Number:	3553910	PENBROOKE
Registration Number:	2183676	POWER RACER
Registration Number:	3567998	RAPTURE
Registration Number:	2390038	SHAPE SOLUTION
Registration Number:	2530063	SHAPE SOLVER
Registration Number:	3935408	SLENDERBODY
Registration Number:	3087945	SLENDERBODY
Registration Number:	1933826	SLENDERSUIT
Registration Number:	1910773	SLENDERTEX
Registration Number:	4176031	SLIMSHAPER
Registration Number:	3503007	SLIMSHAPER
Registration Number:	2494559	SLIMTEX
Registration Number:	2350414	STREAMLINE
Registration Number:	1978961	SUN SHAPER
Registration Number:	1797067	SWIM SHAPER
Registration Number:	1851973	SWIMSLIMMER
Registration Number:	1814467	SWIMTONER
Registration Number:	4035277	TECH SUPPORT
Registration Number:	4206270	THE SKINNY
Registration Number:	1945348	THIN SUIT
Registration Number:	4112285	TRIMJEANS
Registration Number:	4122220	TRIMSHAPER
Registration Number:	2082498	TRIMSHAPER
Registration Number:	3929281	VANISHING ACT
Registration Number:	2350322	VIRGOLA
Registration Number:	4202745	WE SHAPE WOMEN WHO SHAPE OUR LIVES
Registration Number:	4135887	WHY PRAY FOR A MIRACLE WHEN YOU CAN WEAR
Registration Number:	2636869	WHY PRAY FOR A MIRACLE WHEN YOU CAN WEAR

Property Type	Number	Word Mark
Registration Number:	3513290	XFIN
Registration Number:	3823340	

CORRESPONDENCE DATA

Fax Number: 2158511420
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: 215-851-8100
Email: phlipdocketing@reedsmith.com
Correspondent Name: Maryellen Feehery Hank
Address Line 1: 1717 Arch Street
Address Line 2: Three Logan Square, Suite 3100
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	883491.60001
NAME OF SUBMITTER:	Maryellen Feehery Hank
SIGNATURE:	/Maryellen Feehery Hank/
DATE SIGNED:	04/14/2015

Total Attachments: 15

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL
ASSIGNMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT (this "Agreement"), dated as of April 14, 2015 (the "Effective Date"), made by A & H SPORTSWEAR CO., INC., a Pennsylvania corporation (the "Grantor"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation, as administrative agent and collateral agent (in such capacity, the "Agent") for the Lenders. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in Section 1(a) below.

WITNESSETH:

WHEREAS, the Grantor, other Borrowers and Loan Parties, the Agent, and the Lenders are parties to a certain Financing and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Financing Agreement"), providing for extensions of credit to be made to the Grantor by the Lenders;

WHEREAS, pursuant to the Financing Agreement, the Grantor has granted a security interest to the Agent, for the benefit of the Lenders, in, among other things, all right, title and interest of the Grantor in, to and under all of the Grantor's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations; and

WHEREAS, the Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule 1 hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Financing Agreement, and intending to be legally bound hereby, the Grantor hereby agrees with the Agent as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Financing Agreement.

(b) Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all of the following now owned or hereafter adopted or acquired by the Grantor: (i) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith (including all copyrights for computer programs), including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; and (ii) all reissues, extensions or renewals thereof.

“Copyright Licenses” shall mean any and all rights now owned or hereafter acquired by the Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

“Financing Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean all: (i) Trademarks and Trademark Licenses; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) goodwill of the business symbolized by any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License, including, without limitation, records relating to the distribution of products or services bearing such Trademark, Patent or Copyright; (v) all customer lists and customer information; (vi) all income, fees, royalties and other payments at any time due or payable with respect to any Trademark, Patent or Copyright, including, without limitation, payments under all Licenses at any time entered into in connection therewith; (vii) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; (viii) the right to sue for all past, present and future infringements of any Trademark, Patent or Copyright; (ix) all other intellectual property; and (x) all common law and other rights throughout the world in and to all of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“New Intellectual Property” shall mean any Intellectual Property in which the Grantor obtains ownership of or the rights to after the Effective Date.

“Patents” shall mean all of the following in which the Grantor now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent Licenses” shall mean rights under any written agreement now owned or hereafter acquired by the Grantor granting any right with respect to any invention on which a Patent is in existence.

“Trademarks” shall mean all of the following now owned or hereafter adopted or acquired by the Grantor: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications (other than intent-to-use applications) in connection

therewith, including registrations, recordings and applications (other than intent-to-use applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

“Trademark Licenses” shall mean rights under any written agreement now owned or hereafter acquired by the Grantor granting any right to use any Trademark.

(c) Other Definitional Provisions.

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the prompt payment and performance to the Agent and each Lender of the Obligations, the Grantor hereby confirms and acknowledges that it has assigned, pledged and granted (and, to the extent not previously done under the Financing Agreement, does hereby assign, pledge and grant) to the Agent for its benefit and for the ratable benefit of each Lender a continuing security interest in and to all of the Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by the Grantor, and including, without limitation, the Grantor’s right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule 1 attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor’s business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the “IP Collateral”).

3. Protection of Intellectual Property by Grantor. The Grantor shall, at its sole cost, expense and risk, undertake the following with respect to the Intellectual Property:

(a) If applicable, the Grantor shall pay all renewal fees and other fees and costs associated with maintaining New Intellectual Property and with the processing of New Intellectual Property and take all other reasonable and necessary steps to maintain each registration of New Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) If applicable and reasonable, pursue the prompt, diligent processing of each application for registration for New Intellectual Property which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) Take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. **Representations and Warranties.** The Grantor represents and warrants to and for the benefit of the Agent and Lenders that:

(a) Schedule I is a true, correct and complete list of all registered Intellectual Property owned by the Grantor as of the date hereof.

(b) Except as set forth in Schedule I, none of the registered Intellectual Property is the subject of any licensing or franchise agreement pursuant to which the Grantor is the licensor or franchisor.

(c) The registered Intellectual Property identified on Schedule I hereto, is valid and enforceable; and no claim that could be reasonably expected to have a Material Adverse Effect related to the Grantor has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and no claim that could be reasonably expected to have a Material Adverse Effect related to the Grantor has been asserted and is pending by any Person challenging or questioning the use by the Grantor of any of the Intellectual Property owned by the Grantor or the validity or effectiveness of any of the Intellectual Property owned by the Grantor, nor does the Grantor know of any valid basis for any such claim.

(d) The Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and the Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, the Intellectual Property, other than Permitted Encumbrances.

(e) No holding, decision or judgment has been rendered by any Governmental Body which would limit, cancel or question the validity of, or the Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect related to the Grantor.

(f) The Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(g) On the first Business Day of each calendar quarter, the Grantor shall give the Agent written notice (with reasonable detail) of the occurrence of any of the following not previously disclosed to the Agent in writing:

(i) The Grantor obtaining rights to, and filing applications for registration of, any New Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) The Grantor becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) The Grantor entering into any new Licenses.

(iv) The Grantor knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or the Grantor's right to register the same or to own and maintain the same.

5. **No Violation of Financing Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Financing Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Financing Agreement.

6. **Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 4(g)(i), 4(g)(ii) and 4(g)(iii) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of the Agent, the Grantor shall execute and deliver, and have recorded, an Intellectual Property Security Agreement and any and all other agreements, instruments, documents and papers as the Agent may request to evidence the Agent's security interest in any Intellectual Property and the goodwill of the Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and the Grantor hereby constitutes the Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Grantor's Rights To Enforce Intellectual Property.** Prior to the Agent's giving of notice to the Grantor (i) following the occurrence and during the continuance of an Event of Default or (ii) pursuant to Section 8(a) below, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) The Grantor first provides the Agent with written notice of its intention to so sue for enforcement of any material Intellectual Property. If, in the reasonable opinion of the Agent, the Grantor has failed to take appropriate action within sixty (60) days after such notice is given to Agent, upon notice to the Grantor, the Agent may (but shall not be required to) itself take such action in the name of the Grantor. The requirement in section 7(a) to provide written notice to Agent regarding enforcement of any material Intellectual Property shall not apply to legal action taken by Grantor

in the USPTO or the TTAB, but only to complaints filed in United States Federal District Courts. In the event Grantor takes action to sue for enforcement in the USPTO or TTAB then, only in the event such action or failure to take action could reasonably be expected to result in a Material Adverse Effect, Grantor shall give notice to Agent within two (2) weeks of commencing any such action in the USPTO or TTAB.

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations.

(d) Following the occurrence of any Event of Default, the Agent, by notice to the Grantor may terminate, or limit the Grantor's rights under this Section 7.

8. Agent's Actions To Protect Intellectual Property. In the event of:

(a) The Grantor's failure, within thirty (30) days of written notice from the Agent, to cure any failure by the Grantor to observe or perform any of the Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Agent's own right in connection therewith.

9. Rights Upon Default. Upon the occurrence and during the continuance of any Event of Default, the Agent may exercise all rights and remedies as provided for in the Financing Agreement or otherwise available under applicable law.

10. Agent as Attorney In Fact.

(a) The Grantor hereby irrevocably constitutes and designates the Agent as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of the Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent, or this Agreement is terminated by its terms.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by this Section 10, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

11. **Agent's Rights.** Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Financing Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. **No Limitation; Security Agreement.** This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to the Agent with respect to the IP Collateral with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Financing Agreement. The Financing Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Financing Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Financing Agreement with respect to all other Collateral.

13. **Termination; Release of IP Collateral.** This Agreement and all obligations of the Grantor and the Agent hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash and the Financing Agreement and other Loan Documents are terminated in accordance with the terms of the Financing Agreement. Upon termination of this Agreement, the Agent shall, at the expense of the Grantor, take such actions required by the Financing Agreement to release its security interest in the IP Collateral.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders, and their respective successors and assigns.

15. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

A & H SPORTSWEAR CO., INC.

By: [Signature]
Name: Mark Waldman
Title: Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Northampton) : SS.

On the 13 day of April, in the year 2015, before me, the undersigned, a Notary Public in/and for said Commonwealth, personally appeared Mark Waldman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jody L. Laubach, Notary Public
Stockertown Boro, Northampton County
My Commission Expires Oct. 6, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Signature Page to Intellectual Property Security Agreement and Collateral Assignment

TRADEMARK
REEL: 005497 FRAME: 0549

**SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL
ASSIGNMENT**

**SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL
ASSIGNMENT**

Intellectual Property Owned by A & H Sportswear Co., Inc.

PATENTS

COUNTRY	TITLE	APPLICATION NO.	PATENT NO.	DATE
U.S.	DECORATIVE PATTERN FOR A POCKET	29/338,806	D608,984	02-02-2010
U.S.	WOMENS SWIMSUIT	29/335,506	D600,880	09-29-2009

TRADEMARKS

COUNTRY	MARK	APPLICATION NO.	REGISTRATION NO.	DATE
U.S.	@SEA	76263948	2691564	02-25-2003
U.S.	A SLIMMER SHAPE IN SECONDS!	78856274	3306853	10-09-2007
U.S.	A SLIMMER YOU IN SECONDS	77793013	3929419	03-08-2011
U.S.	AMERICAN BEACH	74373871	1812225	12-21-1993
U.S.	AMERICAN SWIMWEAR	76587355	3043492	01-17-2006
U.S.	AMERICAN SWIMWEAR OUTLET	74301437	1783745	07-20-1996
U.S.	AQUAGOLD	78857636	3773619	04-06-2010
U.S.	AQUAGREEN	77707761	3986231	06-28-2011
U.S.	AQUATECH	77474997	3779934	04-27-2010
U.S.	BLESSED WITH GREAT JEANS	77872230	4183651	07-31-2012
U.S.	BUZZOOMS	74388907	1819041	02-01-1994
U.S.	COMFORT CONTROL	77547969	4132182	04-24-2012
U.S.	CUSTOM CURVES	75228161	2423618	01-23-2001

U.S.	CYBERSWIM	75859022	2476639	08-07-2001
U.S.	DIPPERS	73045667	1122422	07-17-1979
U.S.	DISCOVER A SENSATIONAL SHAPE IN SECONDS	75859023	2395965	10-17-2000

TRADEMARKS

COUNTRY	MARK	APPLICATION NO.	REGISTRATION NO.	DATE
U.S.	DREAMBODY	77889402	4448037	12-10-2013
U.S.	DREAMSUIT	77751015	3871201	11-02-2010
U.S.	DUNE DECK	75308720	2172905	07-14-1998
U.S.	ENDUROTEx	75859538	2423184	01-23-2001
U.S.	EVERY SWIMSUIT HAS A SILVER LINING	76513751	3280281	08-14-2007
U.S.	FABULIFT	74664593	1958960	02-27-1996
U.S.	HYDROTECH	77472848	3934803	03-22-2011
U.S.	JEANSHAPER	77889364	4176030	07-17-2012
U.S.	KRINKLE	77140332	4080328	01-03-2012
U.S.	LAURA R	78913337	3286256	06-21-2006
U.S.	LIQUID MERCURY	77140345	3496581	09-02-2008
U.S.	LITTLE MISS DUNE DECK	75308722	2172906	07-14-1998
U.S.	LOOK 10 LBS LIGHTER IN 10 SECONDS	77864774	3896125	12-28-2010
U.S.	LOOK 20 POUNDS SLIMMER IN 10 SECONDS	76544957	3325132	10-30-2007
U.S.	LOOK 7 LBS. SLIMMER IN SECONDS	76544956	3007669	10-18-2005
U.S.	LOOK 8 POUNDS SLIMMER IN 8 SECONDS	76544955	3325131	10-30-2007
U.S.	LOOK 9 POUNDS SLIMMER IN 9 SECONDS	76544954	3325130	10-30-2007
U.S.	LOOK AND FEEL SLIMMER IN SECONDS	76456784	3177370	11-28-2006
U.S.	LOOK SLENDER IN SECONDS	76579207	3402233	03-25-2008
U.S.	LOOK SLIM WITHOUT THE GYM	77864803	4099486	02-14-2012
U.S.	LOOK SLIM WITHOUT THE GYM	75270129	2165585	06-16-1998
U.S.	LOOK SLIMMER IN SECONDS	77864795	4099485	02-14-2012

TRADEMARKS

COUNTRY	MARK	APPLICATION NO.	REGISTRATION NO.	DATE
U.S.	LOOK SLIMMER IN SECONDS	75684873	2340925	04-11-2000
U.S.	LOOK TEN POUNDS LIGHTER IN TEN SECONDS	74705144	1981162	06-18-1996
U.S.	LOOK TRIM FEEL SLIM IN SECONDS	76579201	3133468	08-22-2006
U.S.	LOOK TRIMMER IN SECONDS	75216700	2121641	12-16-1997
U.S.	MAGIC BRA	74586397	2756417	08-26-2003
U.S.	MAGIC BRA	76396625	3335611	11-13-2007
U.S.	MAGIC DRESS	77355731	4049527	11-01-2011
U.S.	MAGIC JEANS	77355724	3632390	06-02-2009
U.S.	MAGIC MAN	76368184	3181266	12-05-2006
U.S.	MAGIC SUIT	76437161	3187721	12-19-2006
U.S.	MAGICBODY	77889385	4187166	08-07-2012
U.S.	MAGICBODY	74670471	2039746	02-25-1997
U.S.	MAGICBODY	76317741	2751093	08-12-2003
U.S.	MAGICSHAPER	75112509	2302377	12-21-1999
U.S.	MAGICTEX	76446647	3101104	06-06-2006
U.S.	MAINSTREAM	85176895	3981406	06-21-2011
U.S.	MIGHTY BRA	77727097	4194926	08-21-2012
U.S.	MIRACLE MAN	76368182	4495016	03-11-2014
U.S.	MIRACLEBODY	74670469	2011542	10-29-1996
U.S.	MIRACLEBODY	76319674	3002228	09-27-2005
U.S.	MIRACLEBODY	76975827	2787470	11-25-2003
U.S.	MIRACLEJEANS	77893558	4115402	03-20-2012
U.S.	MIRACLEMAN	77740829	4459354	12-31-2013
U.S.	MIRACLESHAPER	77942116	4135953	05-01-2012
U.S.	MIRACLESUIT	74182986	1728652	10-27-1992
U.S.	MIRACLESUIT	75141810	2631990	10-08-2002
U.S.	NO MORE MUFFIN TOP	77684016	3880666	11-23-2010
U.S.	ONE HUNDRED DEGREES	74448045	1851551	08-30-1994
U.S.	PENBROOKE	77474998	3553910	12-30-2008
U.S.	POWER RACER	75277883	2183676	08-25-1998
U.S.	RAPTURE	76595138	3567998	01-27-2009
U.S.	SHAPE SOLUTION	75859024	2390038	09-26-2000
U.S.	SHAPE SOLVER	75270128	2530063	01-15-2002
U.S.	SLENDERBODY	77889380	3935408	03-22-2011
U.S.	SLENDERBODY	76422081	3087945	05-02-2006

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COUNTRY	MARK	APPLICATION NO.	REGISTRATION NO.	DATE
U.S.	SLENDERSUIT	74448044	1933826	11-07-1995
U.S.	SLENDERTEX	74464560	1910773	08-08-1995
U.S.	SLIMSHAPER	77889370	4176031	07-17-2012
U.S.	SLIMSHAPER	78685700	3503007	09-16-2008
U.S.	SLIMTEX	75270127	2494559	10-02-2001
U.S.	STREAMLINE	75090135	2350414	05-16-2000
U.S.	SUN SHAPER	74601067	1978961	06-04-1996
U.S.	SWIM SHAPER	74162995	1797067	10-05-1993
U.S.	SWIMSLIMMER	74254010	1851973	08-30-1994
U.S.	SWIMTONER	74276164	1814467	12-28-1993
U.S.	TECH SUPPORT	77378147	4035277	10-04-2011
U.S.	THE SKINNY	77749898	4206270	09-11-2012
U.S.	THIN SUIT	74586398	1945348	01-02-1996
U.S.	TRIMJEANS	77889396	4112285	03-13-2012
U.S.	TRIMSHAPER	77889390	4122220	04-03-2012
U.S.	TRIMSHAPER	75094602	2082498	07-22-1997
U.S.	VANISHING ACT	77752406	3929281	03-08-2011
U.S.	VIRGOLA	75780886	2350322	05-16-2000
U.S.	WE SHAPE WOMEN WHO SHAPE OUR LIVES	77949301	4202745	09-04-2012
U.S.	WHY PRAY FOR A MIRACLE WHEN YOU CAN WEAR ONE	77864791	4135887	05-01-2012
U.S.	WHY PRAY FOR A MIRACLE WHEN YOU CAN WEAR ONE	76201912	2636869	10-15-2002
U.S.	XFIN	77140301	3513290	10-07-2008
U.S.	Design	77669189	3823340	07-20-2010

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COUNTRY	TITLE	REGISTRATION NO.	DATE
U.S.	74923 Cocoa Weave.	VA0001829545	2008
U.S.	24945 Wehi Lei.	VA0001706362	2005
U.S.	37531/74938 Maui Nights.	VA0001723622	2005
U.S.	37533 Tropical Evening.	VA0001703445	2005
U.S.	37895 Black Magnolia.	VA0001703468	2007
U.S.	37936 Night Flower.	VA0001703691	2007
U.S.	37955 Flower Border.	VA0001732024	2008
U.S.	37955 Flower Border.	VA0001842240	2008
U.S.	37961 Miracle Double Border Front, et al.	VA0001801267	2010
U.S.	38046 Tie Dye Skin, et al.	VA0001723640	2008
U.S.	38077 Aretha.	VA0001732123	2009
U.S.	38087 Be Brite Stripe.	VA0001734756	2009
U.S.	38123 Brazillian Sunrise.	VA0001733850	2009
U.S.	38135 Solitaire.	VA0001733845	2009
U.S.	38147 Garland.	VA0001733843	2009
U.S.	38150 Midnight Ferns, et al.	VA0001759444	2009
U.S.	38152 Fine Line et al.	VA0001746969	2009
U.S.	38162 Northern Lights et al.	VA0001759536	2009
U.S.	38167 Calamari.	VA0001780579	2009
U.S.	38177 Tropical Floral, et al.	VA0001780553	2009
U.S.	38204 Friction, et al.	VA0001780552	2010
U.S.	38226 Sweet and Sassy, et al.	VA0001801880	2010
U.S.	38236 Tip the Scales.	VA0001871433	2011
U.S.	38240 Morse Code.	VA0001844182	2010
U.S.	38241 Mad for Plaid, et al.	VA0001844304	2010
U.S.	38247 Well Red, et al.	VA0001871428	2010
U.S.	38248 Block Island, et al.	VA0001843946	2010
U.S.	38291 Geometry Class.	VA0001801268	2010
U.S.	71183 Midnight Hunt.	VA0001780554	2003
U.S.	74566 Giraffe.	VA0001780535	2009
U.S.	74737 O's Moonstruck.	VA0001732092	2008
U.S.	75009 Mystique.	VA0001780549	2009
U.S.	75012 Ribbons.	VA0001733848	2009
U.S.	75057 Welcome to the Jungle, et al.	VA0001759438	2009
U.S.	75058 Dream Catcher.	VA0001759415	2009
U.S.	75061 Purdy Dot.	VA0001759395	2009
U.S.	75063 Royal Palm, et al.	VA0001759332	2009
U.S.	75071 Fantasia et al.	VA0001759550	2009
U.S.	75072 Evening Palm, et al.	VA0001759329	2009
U.S.	75078 Pebbles, et al.	VA0001759406	2009
U.S.	75087 Mystic Palms.	VA0001829473	2009
U.S.	75087 Mystic Palms, et al.	VA0001780581	2009
U.S.	75088 Hide and Seek.	VA0001780534	2009
U.S.	75089 Mardi Gras.	VA0001780101	2009

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COUNTRY	TITLE	REGISTRATION NO.	DATE
U.S.	75105 Sunwashed Tropical.	VA0001780563	2009
U.S.	75108 Festive Floral, et al.	VA0001780566	2009
U.S.	75113 Forever Tropical, et al.	VA0001780556	2009
U.S.	75119 Sunny Days, et al.	VA0001780550	2010
U.S.	75182 Peonies, et al.	VA0001780548	2010
U.S.	75186 Lasting Impressions.	VA0001780546	2010
U.S.	75354 Mod Leaf, et al.	VA0001871434	2010
U.S.	75367 Spring Fever, et al.	VA0001798639	2010
U.S.	75368 Take Flight, et al.	VA0001798642	2010
U.S.	75373 Rock of Ages, et al.	VA0001798640	2010
U.S.	75378 Waterfalls.	VA0001798632	2010
U.S.	75379 Shari's Flower, et al.	VA0001798631	2010
U.S.	75450 Country Club, et al.	VA0001871429	2010
U.S.	75476 Tribal Sketch, ET AL.	VA0001829539	2010
U.S.	75492 Ibiza, et al.	VA0001829537	2011
U.S.	75559 Zebra Maze, ET AL.	VA0001829471	2011
U.S.	75594 Watercolor Ikat, et al.	VA0001871431	2011
U.S.	75608 Ring toss, et al.	VA0001829470	2011
U.S.	75621 Zebra, et al.	VA0001871432	2011
U.S.	75644 Spring Dreams.	VA0001842758	2011
U.S.	75647 Caribbean Calm.	VA0001829461	2011
U.S.	75698 Urban Safari.	VA0001829460	2011
U.S.	75739 Animal Maze.	VA0001829459	2011
U.S.	75773 High Frequency.	VA0001904752	2011
U.S.	75875 Showers of Happiness.	VA0001904755	2012
U.S.	76121 Chocolate Marble, ET AL.	VA0001829623	2012
U.S.	Abastract Fantasy.	VA0001703281	2006
U.S.	BERMUDA FLORAL, ET AL.	VA0001829464	2011
U.S.	Petal Power, ET AL.	VA0001829544	2010
U.S.	TRIBAL SURF, ET AL.	VA0001829553	2010
U.S.	37733 Opium.	VA0001723787	2006