

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Tie Bar Operating Company, LLC		01/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wintrust Bank		
Street Address:	190 S. LaSalle Street, 22nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3981210	THE TIE BAR	
Registration Number:	4628323	THE TIE BAR	
Serial Number:	86051011	EDIT BY THE TIE BAR	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<i>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.</i>			
Phone:	214-932-6400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	NAM H. HUYNH		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2051054-0005		
NAME OF SUBMITTER:	Nam H. Huynh		
SIGNATURE:	/Nam H. Huynh/		
DATE SIGNED:	05/13/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 30, 2015, by THE TIE BAR OPERATING COMPANY, LLC, a Delaware limited liability company (the "Grantor"), in favor of WINTRUST BANK, an Illinois banking corporation, as Administrative Agent (the "Administrative Agent").

This Agreement refers to (a) a Credit Agreement dated as of even date herewith, entered into among Grantor, as a Borrower, the other Persons who are or become parties thereto as Borrowers, the financial institutions who are or become parties thereto as Lenders, and Administrative Agent, (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Borrowers; and (b) a Guaranty and Collateral Agreement dated as of even date herewith, entered into among Grantor, the other Persons who are or become parties thereto as "Grantors" thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable.

Pursuant to the terms of the Credit Agreement and the Guaranty and Collateral Agreement, the Obligations of Borrowers under the Credit Agreement are secured.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of the Lenders and Administrative Agent, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lenders and Administrative Agent, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of the Lenders and Administrative Agent, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and

- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds,” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code, as in effect on the date of this Agreement and from time to time in the State of Illinois.

“Trademarks” means (a) all trademarks, trade names, corporate names, Grantor’s names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

[SIGNATURE PAGES FOLLOW]

Assignor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

THE TIE BAR OPERATING COMPANY, LLC, a
Delaware limited liability company

By: Michael P. Alter

Name: Michael Alter

Its: Chief Executive Officer

Acknowledged:

WINTRUST BANK, as Administrative Agent

By: _____

Name: David M. Wyent

Title: Managing Director

Signature page to Trademark Security Agreement (Tie Bar)

TRADEMARK
REEL: 005516 FRAME: 0164

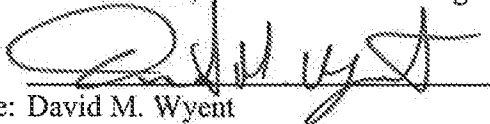
Assignor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

THE TIE BAR OPERATING COMPANY, LLC, a
Delaware limited liability company

By: _____
Name: Michael Alter
Its: Chief Executive Officer

Acknowledged:

WINTRUST BANK, as Administrative Agent

By: 
Name: David M. Wyent
Title: Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks and Trademark Applications:

<u>Description</u>	<u>Application / Reg. No.</u>	<u>If Foreign Registration, Country</u>	<u>Issue Dates</u>
THE TIE BAR	3981210	USA	June 21, 2011
THE TIE BAR	4628323	USA	October 28, 2014
THE TIE BAR	1607623	Australia	November 6, 2014
THE TIE BAR	012629713	CTM	July 2, 2014
EDIT BY THE TIE BAR	86051011	USA	
THE TIE BAR	1667963	Canada	
THE TIE BAR	14122766	China	
THE TIE BAR	14122767	China	