

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM350609

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BIO WORLD MERCHANDISING, INC.		07/17/2015	CORPORATION: TEXAS
NOLAN ORIGINALS, LLC		07/17/2015	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMPASS BANK		
<b>Street Address:</b>	8080 N. Central Expressway		
<b>Internal Address:</b>	Suite 320		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75206		
<b>Entity Type:</b>	CORPORATION: ALABAMA		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3628763	EXPLICIT	
<b>Registration Number:</b>	3599209	ELLUM SUPPLY CO.	
<b>Registration Number:</b>	4539260	THE FAT FREE WALLET	
<b>Registration Number:</b>	4296136	BIOWORLD ELITE FLEX CUSTOM QUALITY-SUPER	
<b>Registration Number:</b>	4147339	FREAKS AND FRIENDS	
<b>Registration Number:</b>	4195529	WALNUT & 39TH	
<b>Registration Number:</b>	4150847	FR3E	
<b>Registration Number:</b>	4429424	KNITSWELL	
<b>Registration Number:</b>	4671817	THE POCKETEER WALLET	
<b>Registration Number:</b>	4242901	RENEGADE MOTORCYCLES	
<b>Registration Number:</b>	4498561	BIOWORLD	
<b>Registration Number:</b>	4429332	NEON LIGHTS	
<b>Registration Number:</b>	4429331	ADDITIV	
<b>Registration Number:</b>	3670237	VINTAGE STONE	
<b>Registration Number:</b>	4560686	NCLUSIV	
<b>Registration Number:</b>	3803953	FREE AUTHORITY	

OP \$865.00 3628763

Property Type	Number	Word Mark
Registration Number:	4581643	CRSHR
Registration Number:	4704780	K   WIRE
Registration Number:	3393456	LOCKUP
Serial Number:	86234662	CRSHR
Serial Number:	85452723	THE HUSH
Serial Number:	78544754	VIRTIS
Serial Number:	86349962	DUMB GOOD
Serial Number:	85953147	DUMB GOOD
Serial Number:	86124693	DAMAGE SOCIETY
Serial Number:	86309548	ANIMIGOS
Serial Number:	86975043	HEROES & VILLAINS
Serial Number:	86124798	HEROES & VILLAINS
Serial Number:	86356849	UGLY STUFF HOLIDAY SUPPLY CO.
Serial Number:	86455205	KIGURUMI
Serial Number:	86634581	LAB
Serial Number:	86317964	LAB A DIVISION OF BIOWORLD
Serial Number:	86312005	BY TROPIX TOGS INC.
Serial Number:	86450064	HIP HOP LEGENDS

#### CORRESPONDENCE DATA

##### Fax Number:

*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.*

Email: elizabeth.burkhard@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Ave.

Address Line 2: 11th Floor

Address Line 4: BOSTON, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	039349.00215
NAME OF SUBMITTER:	LAURA O'BRIEN
SIGNATURE:	/LAURA O'BRIEN/
DATE SIGNED:	08/06/2015

#### Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), (this "Agreement"), dated as of July 17, 2015, by the undersigned (collectively, jointly and severally, "Grantors," and each individually a "Grantor"), in favor of COMPASS BANK, in its capacity as Agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof by and among Bio World Merchandising, Inc., a Texas corporation ("Bio World"), Nolan Originals, LLC, a Texas limited liability company ("Nolan") and each other Person joined thereto as a Borrower from time to time (such Persons, together with Bio World and Nolan, collectively, the "Borrowers"), the financial institutions party thereto from time to time as Lenders ("Lenders"), and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loan for the benefit of Borrowers;

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, 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 (the "Trademarks"), including those set forth on Schedule I hereto;

(b) all of such Grantor's written agreements providing for the grant by or to such Grantor of any right to use any Trademark (the "Trademark Licenses"), including those set forth on Schedule I hereto;

(c) all reissues, continuations or extensions of the foregoing;

(d) subject to the Credit Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and

(e) subject to the Credit Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark License or (ii) injury to the goodwill associated with any Trademark or Trademark License.

2. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.


4. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 14.14, 14.15 AND 14.16 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]


IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**BIO WORLD MERCHANDISING, INC.,**  
a Texas corporation

By:   
Name: Rajeev Malik  
Title: President

**NOLAN ORIGINALS, LLC,**  
a Texas limited liability company

By:   
Name: Rajeev Malik  
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

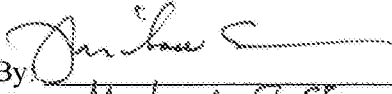
34459493

**TRADEMARK**  
**REEL: 005594 FRAME: 0703**

Accepted and acknowledged by:

**AGENT:**

**COMPASS BANK**

By: 

Name: Michael Shoff

Title: Executive President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

34459493

**TRADEMARK**  
**REEL: 005594 FRAME: 0704**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Reg. No.</b>	<b>Status</b>	<b>Current Owner of Record</b>
Explicit	U.S.	3628763	Registered	Bio World Merchandising, Inc.
Ellum Supply Co	U.S.	3599209	Registered	Bio World Merchandising, Inc.
The Fat Free Wallet	U.S.	4539260	Registered	Bio World Merchandising, Inc.
Bioworld Elite Flex	U.S.	4296136	Registered	Bio World Merchandising, Inc.
Freaks & Friends	U.S.	4147339	Registered	Bio World Merchandising, Inc.
Walnut & 39 <sup>th</sup>	U.S.	4195529	Registered	Bio World Merchandising, Inc.
FR3E	U.S.	4150847	Registered	Bio World Merchandising, Inc.
Knitswell	U.S.	4429424	Registered	Bio World Merchandising, Inc.
The Pocketeer Wallet	U.S.	4671817	Registered	Bio World Merchandising, Inc.
Renegade Motorcycles	U.S.	4242901	Registered	Bio World Merchandising, Inc.
Bioworld	U.S.	4498561	Registered	Bio World Merchandising, Inc.
Neon Lights	U.S.	4429332	Registered	Bio World Merchandising, Inc.
Additiv	U.S.	4429331	Registered	Bio World Merchandising, Inc.
Vintage Stone	U.S.	3670237	Registered	Bio World Merchandising, Inc.
NCLUSIV	U.S.	4560686	Registered	Bio World Merchandising, Inc.
Free Authority	U.S.	3803953	Registered	Bio World Merchandising, Inc.
CRSHR	U.S.	86234662	Registered	Bio World Merchandising, Inc.
CRSHR	U.S.	4581643	Registered	Bio World Merchandising, Inc.
The Hush	U.S.	85452723	Registered	Bio World Merchandising, Inc.
KlWire	U.S.	4704780	Registered	Bio World Merchandising, Inc.
Virtis	U.S.	78544754	Registered	Bio World Merchandising, Inc.
Lock Up	U.S.	3393456	Registered	Bio World Merchandising, Inc.
Dumb Good	U.S.	86349962	Pending	Bio World Merchandising, Inc.
Dumb Good	U.S.	85953147	Pending	Bio World Merchandising, Inc.

Damage Society	U.S.	86124693	Pending	Bio World Merchandising, Inc.
Hip Hop Legends	U.S.	6450064	Pending	Bio World Merchandising, Inc.
Animigos	U.S.	86309548	Pending	Bio World Merchandising, Inc.
Heroes & Villains	U.S.	86975043	Pending	Bio World Merchandising, Inc.
Heroes & Villains	U.S.	86124798	Pending	Bio World Merchandising, Inc.
Ugly Stuff Holiday Supply Co	U.S.	86356849	Pending	Bio World Merchandising, Inc.
Kigurumi	U.S.	86455205	Pending	Bio World Merchandising, Inc.
Lab-A Division of Bioworld	U.S.	86634581	Pending	Bio World Merchandising, Inc.
Lab	U.S.	86317964	Pending	Bio World Merchandising, Inc.
Tropix Togs	U.S.	86312005	Pending	Bio World Merchandising, Inc.