

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM358904

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement to Trademark and Patent Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MMI-IPCO, LLC		10/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
Polartec, LLC		10/13/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association		
Street Address:	500 First Avenue	200 South Wacker Drive	
Internal Address:	Commercial Loan Service Center/DCC	Suite 600	
City:	Pittsburgh	Chicago	
State/Country:	PENNSYLVANIA	ILLINOIS	
Postal Code:	15219	60606	
Entity Type:	national banking association: PENNSYLVANIA ILLINOIS		

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4645420	POLARTEC POWER GRID
Serial Number:	85608719	POLARTEC THERMAL LOFT
Serial Number:	85608721	POLARTEC THERMAL LOFT
Serial Number:	86106091	POWER GRID
Serial Number:	86110118	POLARTEC POWER WOOL
Serial Number:	86110127	POLARTEC POWER WOOL
Serial Number:	86149885	POLARTECTION
Serial Number:	86149924	POLARTECTION
Serial Number:	86317813	POLARTEC POWER FRESH
Serial Number:	86317870	POLARTEC POWER FRESH
Serial Number:	86652904	MALDEN MILLS
Serial Number:	86654709	POLARTEC POWERGUARD
Serial Number:	86654738	POLARTEC POWERGUARD
Serial Number:	86654776	POLARTEC POWERGUARD FREE
Serial Number:	86654832	POLARTEC POWERGUARD FREE
Serial Number:	86654892	POLARTEC POWERGUARD SHIELD

OP \$690.00 4645420

Property Type	Number	Word Mark
Serial Number:	86654917	POLARTEC POWERGUARD SHIELD
Serial Number:	86654969	POLARTEC POWERGUARD PRO
Serial Number:	86654984	POLARTEC POWERGUARD PRO
Serial Number:	86657482	POLARTEC HIGH LOFT
Serial Number:	86657487	POLARTEC HIGH LOFT
Serial Number:	86662081	POLARTEC DELTA
Serial Number:	86662089	POLARTEC DELTA COOL
Serial Number:	86662093	POLARTEC DELTACOOOL
Serial Number:	86662103	POLARTEC DELTA
Serial Number:	86662112	POLARTEC DELTA COOL
Serial Number:	86662124	POLARTEC DELTACOOOL

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01844
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	10/16/2015

Total Attachments: 12

source=Amend 5 - Supplement to Trademark and Patent Security Agreement (PNC-Polartec)#page1.tif
source=Amend 5 - Supplement to Trademark and Patent Security Agreement (PNC-Polartec)#page2.tif
source=Amend 5 - Supplement to Trademark and Patent Security Agreement (PNC-Polartec)#page3.tif
source=Amend 5 - Supplement to Trademark and Patent Security Agreement (PNC-Polartec)#page4.tif
source=Amend 5 - Supplement to Trademark and Patent Security Agreement (PNC-Polartec)#page5.tif
source=Amend 5 - Supplement to Trademark and Patent Security Agreement (PNC-Polartec)#page6.tif
source=Amend 5 - Supplement to Trademark and Patent Security Agreement (PNC-Polartec)#page7.tif
source=Amend 5 - Supplement to Trademark and Patent Security Agreement (PNC-Polartec)#page8.tif
source=Amend 5 - Supplement to Trademark and Patent Security Agreement (PNC-Polartec)#page9.tif
source=Amend 5 - Supplement to Trademark and Patent Security Agreement (PNC-Polartec)#page10.tif
source=Amend 5 - Supplement to Trademark and Patent Security Agreement (PNC-Polartec)#page11.tif
source=Amend 5 - Supplement to Trademark and Patent Security Agreement (PNC-Polartec)#page12.tif

Supplement to Trademark and Patent Security Agreement

This Supplement to Security Agreement (“Supplement”), dated as of October 13, 2015, is by and among **POLARTEC, LLC**, a Delaware limited liability company with its chief executive office located at 46 Stafford Street, Lawrence MA (“Polartec”) and **MMI-IPCO, LLC**, a Delaware limited liability company with its chief executive office located at 46 Stafford Street, Lawrence MA (“MMI-IPCO”), and together with Polartec, collectively referred to herein as “Grantor”) and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent and collateral agent for Lenders (in each such capacity, “Agent”), having a mailing address of 200 South Wacker Drive, Suite 600, Chicago, Illinois 60606, Attn: Portfolio Manager.

BACKGROUND

A. This Supplement is being delivered in connection with (i) that certain Revolving Credit, Term Loan and Security Agreement dated as of October 25, 2011, by and among Grantors, certain affiliates of Grantors party thereto from time to time, as borrowers (collectively with Grantors, the “Borrowers” and each a “Borrower”), certain financial institutions which are now or which hereafter become a party thereto as lenders (“Lenders”) and Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Credit Agreement”) and (ii) that certain Trademark and Patent Security Agreement dated as of October 25, 2011 by Grantors in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “IP Security Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreement.

B. Pursuant to the Credit Agreement and the IP Security Agreement, Grantors granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Grantors’ Patents and Trademarks (as defined therein).

C. Grantors have acquired certain additional trademark registrations set forth on Schedule A-1 attached hereto and made part hereof (collectively, “Additional Trademarks”)

D. Grantors have acquired certain additional patent applications set forth on Schedule A-2 attached hereto and made part hereof (collectively, “Additional Patents” and together with the Additional Trademarks, collectively, the “Additional IP”).

E. Grantors and Agent desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming Agent’s lien on and security interest in the Additional IP, as set forth more fully in the IP Security Agreement and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement, the IP Security Agreement and the Other Documents (as defined in the Credit Agreement) and for other

good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantors grant a lien and security interest to Agent for the ratable benefit of Lenders, in all of their present and future right, title and interest in and to the Additional IP and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Grantors acknowledge and confirm that the rights and remedies of Agent with respect to the security interest in the Additional IP granted hereby are more fully set forth in the Credit Agreement and the IP Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the IP Security Agreement contained in the Credit Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule 1 to the IP Security Agreement is hereby supplemented by the information contained on Schedules A-1 and A-2. All references to Schedule 1 contained in the Credit Agreement, IP Security Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include Schedules A-1 and A-2.

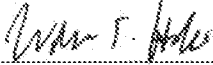
4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Credit Agreement and the IP Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

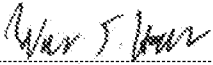
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

POLARTEC, LLC

By: 
William Hollyer
Chief Financial Officer

MMI-IPCO, LLC

By: 
William Hollyer
Chief Financial Officer

[Signature Page to Supplement to Trademark and Patent Security Agreement]

SCHEDULE A-1

Trademark Registrations

[see attached]


WWW.PCOLLP.US AND FOREIGN TRADEMARK
REGISTRATIONS 2011-2015

No.	Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date	Classes
1.	POLARTEC POWER GRID	UNITED STATES	REGISTERED	85/269,446	3/17/2011	4,645,420	11/25/2014	25
2.	HYPER WICK	MEXICO	TO ABANDON	1180146	5/23/2011	1241474	10/4/2011	25
3.	HYPER WICK	MEXICO	TO ABANDON	1180144	5/23/2011	1241473	10/4/2011	24
4.	POLARTEC THERMAL LOFT	UNITED STATES	ALLOWED	85/608,719	4/26/2012			24
5.	POLARTEC THERMAL LOFT	UNITED STATES	ALLOWED	85/608,721	4/26/2012			25
6.	POLARTEC ALPHA	EUROPEAN UNION (CTM)	REGISTERED	12198669	10/5/2013	12198669	2/27/2014	17, 24, 25
7.	POWER GRID	UNITED STATES	OPPOSED	86/106,091	10/30/2013			25
8.	POLARTEC POWER WOOL	UNITED STATES	ALLOWED	86/110,118	11/5/2013			24
9.	POLARTEC POWER WOOL	UNITED STATES	ALLOWED	86/110,127	11/5/2013			25
10.	POLARTEC ALPHA	JAPAN	REGISTERED	2013-099462	12/18/2013	5,679,146	6/20/2014	24
11.	POLARTEC ALPHA	JAPAN	REGISTERED	2013-099463	12/18/2013	5,679,147	6/20/2014	25
12.	POLARTEC ALPHA	SOUTH KOREA	REGISTERED	40-2013-0084915	12/18/2013	1074023	12/5/2014	24
13.	POLARTEC ALPHA	SOUTH KOREA	REGISTERED	40-2013-0084917	12/18/2013	1074024	12/5/2014	25
14.	POLARTEC ALPHA	NORWAY	REGISTERED	201315379	12/18/2013	275313	4/2/2014	24
15.	POLARTEC ALPHA	NORWAY	PENDING	201315376	12/18/2013			25
16.	POLARTEC ALPHA	ICELAND	REGISTERED	3548/2013	12/18/2013	117/2014	3/3/2014	24
17.	POLARTEC ALPHA	ICELAND	REGISTERED	3549/2013	12/18/2013	118/2014	3/3/2014	25
18.	POLARTEC ALPHA	CHINA	REGISTERED	13761870	12/19/2013	13761870	5/28/2015	24
19.	POLARTEC ALPHA	CHINA	PUBLISHED	13761869	12/19/2013			25
20.	POLARTEC ALPHA	SWITZERLAND	REGISTERED	65311/2013	12/19/2013	656108	3/14/2014	24
21.	POLARTEC ALPHA	SWITZERLAND	REGISTERED	65313/2013	12/19/2013	659,419	6/2/2014	25
22.	POLARTEC ALPHA	ARGENTINA	REGISTERED	3,299,149	12/20/2013	2704243	1/8/2015	24
23.	POLARTEC ALPHA	ARGENTINA	REGISTERED	3,299,150	12/20/2013	2704244	1/8/2015	25
24.	POLARTECTION	UNITED STATES	ALLOWED	86/149,885	12/20/2013			24
25.	POLARTECTION	UNITED STATES	ALLOWED	86/149,924	12/20/2013			25
26.	POLARTECTION	EUROPEAN UNION (CTM)	REGISTERED	12455821	12/20/2013	12455821	5/1/2014	24, 25
27.	POLARTEC ALPHA	CANADA	ALLOWED	1660567	1/17/2014			N/A, N/A





MMR POL LP U.S. AND FOREIGN TRADEMARK
REGISTRATIONS 2011-2015

No.	Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date	Classes
28.	POLARTEC POWER WOOL	EUROPEAN UNION (CTM)	OPOSED	12559589	2/3/2014	12559589	6/24/2014	24, 25
29.	POLARTEC POWER WOOL	CANADA	PENDING	1,663,382	4/2/2014			N/A, N/A
30.	POLARTEC POWER GRID	EUROPEAN UNION (CTM)	OPOSED	12828281	4/29/2014			24, 025
31.	POLARTECTION	CANADA	PENDING	1,683,124	6/20/2014			N/A
32.	POLARTEC POWER FRESH	UNITED STATES	ALLOWED	86/317,813	6/23/2014			24
33.	POLARTEC POWER FRESH	UNITED STATES	ALLOWED	86/317,870	6/23/2014			25
34.	POLARTEC POWER FRESH	EUROPEAN UNION (CTM)	REGISTERED	13597018	12/20/2014	13597018	4/23/2015	24, 25
35.	POLARTEC HCAHPS+	EUROPEAN UNION (CTM)	REGISTERED	13595905	12/22/2014	13595905	4/23/2015	024, 25
36.	POLARTEC HCAHPSPLUS	EUROPEAN UNION (CTM)	REGISTERED	13595831	12/22/2014	13595831	4/23/2015	24, 25
37.	POLARTEC POWER FRESH	CANADA	PENDING	1,709,483	12/23/2014			n/a, n/a
38.	POLARTEC POWER FRESH	CHINA	PENDING	15992819	12/23/2014			24
39.	POLARTEC HCAHPS+	CANADA	PENDING	1,709,482	12/23/2014			n/a, n/a
40.	POLARTEC HCAHPSPLUS	CANADA	PENDING	1,709,484	12/23/2014			n/a, n/a
41.	POLARTEC HCAHPS+	CHINA	PENDING	AW/AITING	12/24/2014			24
42.	POLARTEC HCAHPS+	CHINA	PENDING	16002733	12/24/2014			25
43.	POLARTEC HCAHPSPLUS	CHINA	PENDING	AW/AITING	12/24/2014			24
44.	POLARTEC HCAHPSPLUS	CHINA	PENDING	16002735	12/24/2014			25
45.	POLARTEC POWER FRESH	MEXICO	PENDING	1563984	1/7/2015			24
46.	POLARTEC POWER FRESH	MEXICO	PENDING	1563986	1/7/2015			25
47.	POLARTEC HCAHPS+	MEXICO	PENDING	1563989	1/7/2015			24
48.	POLARTEC HCAHPSPLUS	MEXICO	PENDING	1563987	1/7/2015			24
49.	MAILDEN MILLS	UNITED STATES	PENDING	86/652,904	6/5/2015			24
50.	POLARTEC POWERGUARD	UNITED STATES	PENDING	86/654,709	6/8/2015			24
51.	POLARTEC POWERGUARD	UNITED STATES	PENDING	86/654,738	6/8/2015			25
52.	POLARTEC POWERGUARD	UNITED STATES	PENDING	86/654,776	6/8/2015			24
53.	POLARTEC POWERGUARD	UNITED STATES	PENDING	86/654,832	6/8/2015			25
54.	POLARTEC POWERGUARD SHEET D	UNITED STATES	PENDING	86/654,892	6/8/2015			24

MMR POL LP U.S. AND FOREIGN TRADEMARK
REGISTRATIONS 2011-2015

No.	Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date	Classes
55.	POLARTEC POWERGUARD	UNITED STATES	PENDING	86/654,917	6/8/2015			25
56.	SHEET D POLARTEC POWERGUARD PRO	UNITED STATES	PENDING	86/654,969	6/8/2015			24
57.	POLARTEC POWERGUARD PRO	UNITED STATES	PENDING	86/654,984	6/8/2015			25
58.	POLARTEC HIGH LOFT	UNITED STATES	PENDING	86/657,482	6/10/2015			24
59.	POLARTEC HIGH LOFT	UNITED STATES	PENDING	86/657,487	6/10/2015			25
60.	POLARTEC DELTA	UNITED STATES	PENDING	86/662,081	6/15/2015			24
61.	POLARTEC DELTA COOL	UNITED STATES	PENDING	86/662,089	6/15/2015			24
62.	POLARTEC DELTACOOOL	UNITED STATES	PENDING	86/662,093	6/15/2015			24
63.	POLARTEC DELTA	UNITED STATES	PENDING	86/662,103	6/15/2015			25
64.	POLARTEC DELTA COOL	UNITED STATES	PENDING	86/662,112	6/15/2015			25
65.	POLARTEC DELTACOOOL	UNITED STATES	PENDING	86/662,124	6/15/2015			25
66.	POLARTEC POWERGUARD	EUROPEAN UNION (CTM)	PUBLISHED	14249452	6/16/2015			024, 25
67.	POLARTEC POWERGUARD FREE	EUROPEAN UNION (CTM)	PUBLISHED	14249478	6/16/2015			024, 25
68.	POLARTEC POWERGUARD SHIELD	EUROPEAN UNION (CTM)	PUBLISHED	14249486	6/16/2015			24, 25
69.	POLARTEC POWERGUARD PRO	EUROPEAN UNION (CTM)	PUBLISHED	14249643	6/16/2015			24, 25
70.	POLARTEC HIGH LOFT	EUROPEAN UNION (CTM)	PUBLISHED	14249701	6/16/2015			24, 25
71.	POLAR-TEX (Stylized)	EUROPEAN UNION (CTM)	PENDING	14336788	7/7/2015			25
72.	BEAR DESIGN 	UNITED STATES	PENDING	86/721,380	8/11/2015			25

MMR COLLP U.S. AND FOREIGN TRADEMARK
REGISTRATIONS 2011-2015

No.	Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date	Classes
73.	BEAR DESIGN 	UNITED STATES	PENDING	86/721,393	8/11/2015			24
74.	BEAR DESIGN 	EUROPEAN UNION (CTM)	PUBLISHED	14457428	8/12/2015			24, 25
75.	BEAR DESIGN 	CHINA	PENDING	AWAITING	8/13/2015			24
76.	BEAR DESIGN 	CHINA	PENDING	AWAITING	8/13/2015			25

SCHEDULE A-2

Patent Registrations

[see attached]

22436-00010004
10/12/2015

Polartec, LLC – Schedule of U.S. and Foreign Patent Rights Originated Since 08/22/2011

Country	Ref #	Filed	Serial #	Issued	Patent #	Status
UNITED STATES	22436-0103003	3/30/2012	13/435,623	2/25/2014	8,656,512	ISSUED
UNITED STATES	22436-0119002	3/29/2012	13/433,955			PUBLISHED
UNITED STATES	22436-0147002	4/2/2015	14/677,270			PENDING
UNITED STATES	22436-0194003	3/6/2013	13/786,654			PUBLISHED
UNITED STATES	22436-0194004	3/5/2015	14/639,604			PUBLISHED
UNITED STATES	22436-0199US1	3/4/2014	14/003,091			PUBLISHED
CANADA	22436-0210CA1	10/12/2011	2754883			PENDING
CHINA	22436-0210CN1	10/17/2011	2011110462527.2			ALLOWED
EUROPE (E.P.C.)	22436-0210EP1	10/11/2011	11184734.9			PUBLISHED
JAPAN	22436-0210JP1	10/6/2011	2011-222107			PUBLISHED

22436-000100024
10/12/2015

Polartec, LLC – Schedule of U.S. and Foreign Patent Rights Originated Since 08/22/2011

Country	Ref #	Filed	Serial #	Issued	Patent #	Status
UNITED STATES	22436-0214002	1/11/2013	13/739,530			PUBLISHED
UNITED STATES	22436-0222001	12/18/2012	13/717,912			PENDING
UNITED STATES	22436-0223001	6/6/2012	13/489,544			PENDING
UNITED STATES	22436-0231001	5/4/2012	13/464,463			PUBLISHED
UNITED STATES	22436-0231002	3/6/2013	13/786,594			PUBLISHED
CANADA	22436-0231CA1	9/10/2012	2872538			PENDING
CHINA	22436-0231CN1	9/10/2012	201280074036.3			PUBLISHED
EUROPE (E.P.C.)	22436-0231EP1	9/10/2012	12766244.3			PUBLISHED
JAPAN	22436-0231JP1	9/10/2012	2015-510244			PENDING
CANADA	22436-0236CA1	8/27/2013	n/a			PENDING
CHINA	22436-0236CN1	8/27/2013	201380058390.1			PUBLISHED

22436-000100024
10/12/2015

Polartec, LLC – Schedule of U.S. and Foreign Patent Rights Originated Since 08/22/2011

Country	Ref #	Filed	Serial #	Issued	Patent #	Status
EUROPE (E.P.C.)	22436-0236EP1	8/27/2013	13835842.9			PUBLISHED
JAPAN	22436-0236JP1	8/27/2013	2015-531121			PENDING
SOUTH KOREA	22436-0236KR1	8/27/2013	10-2015-7009253			PENDING
UNITED STATES	22436-0236US1	8/27/2014	14/381,249			PUBLISHED
UNITED STATES	22436-0238001	8/10/2012	13/571,929			PUBLISHED
CANADA	22436-0238CA1	8/1/2013	2881104			PENDING
CANADA	22436-0242CA1	12/12/2012	2861888			PENDING
SOUTH KOREA	22436-0242KR1	12/12/2012	10-2014-7021311			PENDING
MEXICO	22436-0242MX1	12/12/2012	MX/a/2014/008694			PUBLISHED

23443097.doc