

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM359641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peds Legwear Inc.		05/28/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	1155 Rene-Levesque Blvd., West		
Internal Address:	Suite 300		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3B4P9		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86320117	GROWING SUITS	
Serial Number:	86320111	GROWING SUITS BY RICHELIEU	
Serial Number:	85829845	EXTENDABLES	
Registration Number:	4249489	GROWINGSOCKS	
Registration Number:	3875423	ENDUR BY RICHELIEU	
Registration Number:	3740676	GROWING SOCKS BY RICHELIEU	
Registration Number:	3737672	GROWING SOCKS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	336-607-7300		
Email:	wstrademarks@kilpatricktownsend.com		
Correspondent Name:	Harris W. Henderson		
Address Line 1:	1001 W. Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	093802/0895531		
NAME OF SUBMITTER:	Harris W. Henderson, NC Bar Member		

OP \$190.00 86320117

SIGNATURE:	/Harris W. Henderson/
DATE SIGNED:	10/22/2015
Total Attachments: 4 source=PEDS_CIBC - Executed IP Security Agreement#page1.tif source=PEDS_CIBC - Executed IP Security Agreement#page2.tif source=PEDS_CIBC - Executed IP Security Agreement#page3.tif source=PEDS_CIBC - Executed IP Security Agreement#page4.tif	

**GRANT OF SECURITY INTEREST IN
TRADEMARK/PATENT/COPYRIGHT RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK/PATENT/COPYRIGHT RIGHTS ("**Agreement**"), effective as of May 28, 2015 is made by PEDS LEGWEAR INC., PEDS LEGWEAR (USA) INC., 8259208 CANADA INC., VERITAS HOLDINGS LLC, RICHELIEU HOLDING COMPANY, RICHELIEU FINCO, INC. AND RICHELIEU NOVA SCOTIA ULC ("**Grantor**"), and CANADIAN IMPERIAL BANK OF COMMERCE ("**Secured Party**").

Grantor has executed and delivered a Security Agreement, dated as of May 28, 2015 in favor of Secured Party (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Grantor has pledged and granted to Secured Party a continuing security interest in all of Grantor's federally registered Trademarks, Patents and Copyrights.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Secured Party, as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement or Credit Agreement referred to therein.

2. **Grant of Security Interest.** Grantor hereby pledges and grants a continuing security interest in, all of Grantor's right, title and interest in, to and under all of Grantor's federally registered Trademarks, Patents and Copyrights described on Schedule A hereto (collectively, the "**Collateral**"), to Secured Party to secure payment, performance and observance of the Obligations.

3. **Purpose.** This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (and to the extent applicable, the United States Copyright Office). The security interest granted hereby has been granted to Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.


4. **Acknowledgment.** Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

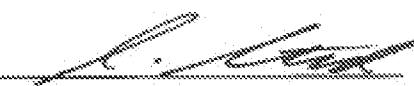
PEDS LEGWEAR INC.

By: 
Name:
Title:


PEDS LEGWEAR (USA) INC.

By: 
Name:
Title:

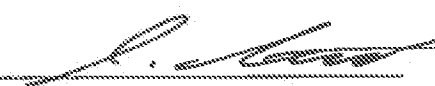
VERITAS HOLDINGS LLC

By: 
Name:
Title:

RICHELIEU HOLDING COMPANY

By: 
Name:
Title:

8259208 CANADA INC.


By: 
Name:
Title:

(Signature Page to Intellectual Property Security Agreement)

RICHELIEU FINCO, INC.

By: 
Name:
Title:

RICHELIEU NOVA SCOTIA ULC

By: 
Name:
Title:

Address:

2121 Crescent Street, Suite 100
Montreal, Quebec H3G 2C1
Attn: Mario Settino, Chief Financial Officer
Fax: 514-866-1675

SECURED PARTY:

**CANADIAN IMPERIAL BANK OF
COMMERCE**

By: 
Name:
Title: Kyle Lane
Authorized Signatory
Address:


Italo Fortino
Authorized Signatory

1155 Rene-Levesque Blvd. West, Suite 300
Montreal, Quebec H3B 4P9
Canada
Attn.: Manager
Fax: 514-876-2374

SCHEDULE A TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**U.S. PATENT/TRADEMARK/COPYRIGHT REGISTRATIONS AND APPLICATIONS
AND U.S. EXCLUSIVE PATENT/TRADEMARK/COPYRIGHT LICENSES**

Trade-marks

Country	Mark	Serial No.	Owner
U.S.	GROWING SUITS	86/320,117	Peds Legwear Inc.
U.S.	GROWING SUITS BY RICHELIEU	86/320,111	Peds Legwear Inc.
U.S.	EXTENDABLES	85/829,845	Peds Legwear Inc.
U.S.	GROWING SOCKS	4,249,489	Peds Legwear Inc.
U.S.	ENDUR BY RICHELIEU	3,875,423	Peds Legwear Inc.
U.S.	GROWING SOCKS BY RICHELIEU	3,740,676	Peds Legwear Inc.
U.S.	GROWING SOCKS	3,737,672	Peds Legwear Inc.