

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361486

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOCK AND ACCESSORY BRANDS GLOBAL, INC.		11/05/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	NewSpring Mezzanine Capital II, L.P. as administrative agent
<b>Street Address:</b>	555 E. Lancaster Ave
<b>Internal Address:</b>	Suite 444
<b>City:</b>	Radnor
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19087
<b>Entity Type:</b>	PARTNERSHIP: DELAWARE
<b>Composed Of:</b>	• NSM II GP, LLC, DELAWARE, LIMITED LIABILITY COMPANY

## PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4561301	SOCK CHOICES
Registration Number:	4507830	WE MAKE SOCKS FUN
Registration Number:	4633214	S
Registration Number:	4544755	RUN LIFE
Registration Number:	4476229	RC RUNNER'S CHOICE
Registration Number:	4472514	
Registration Number:	4472515	SMARTER THAN YOUR AVERAGE SHEEP
Registration Number:	4393373	RUNNER'S CHOICE
Registration Number:	4451996	SOCK A ROOS
Registration Number:	4161794	WE WILL IMPRESS YOUR SOCKS OFF!!!
Registration Number:	4078071	MIX 'EM
Registration Number:	4078078	MIXAROOS
Registration Number:	4122955	LAKE SHORE BAY
Registration Number:	2015944	SOCK CONSTRUCTION COMPANY
Registration Number:	2942920	FIDDLESTICKS
Registration Number:	3346088	GAME SPORT

CH \$565.00 4561301

Property Type	Number	Word Mark
Registration Number:	3644645	DOCTOR'S CHOICE
Registration Number:	3926910	SMART FEET
Registration Number:	4026463	SMART FEET
Registration Number:	3862652	LACE 'EMS
Registration Number:	3884033	LA DE DA
Registration Number:	4051073	ULTRA THINS

**CORRESPONDENCE DATA**

Fax Number: 6103718506  
*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: 609 987 7050  
Email: ejs@stevenslee.com  
Correspondent Name: Elliott J. Stein  
Address Line 1: 100 Lenox Drive  
Address Line 2: Suite 200  
Address Line 4: Lawrenceville, NEW JERSEY 08648

ATTORNEY DOCKET NUMBER:	10192100016
NAME OF SUBMITTER:	Elliott J Stein
SIGNATURE:	/varlawyer/
DATE SIGNED:	11/06/2015

**Total Attachments: 5**  
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THIS TRADEMARK SECURITY AGREEMENT AND THE LIENS AND SECURITY INTERESTS EVIDENCED HEREBY ARE SUBORDINATED IN THE MANNER SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF NOVEMBER 5, 2015 (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT"), AMONG SOCK AND ACCESSORY BRANDS GLOBAL, INC., ARGYLE HOLDINGS, INC., SECURED PARTY AND NEWSTAR BUSINESS CREDIT, LLC.

TRADEMARK SECURITY AGREEMENT

November 5, 2015

WHEREAS, SOCK AND ACCESSORY BRANDS GLOBAL, INC., a Delaware corporation ("Grantor"), owns the Trademark Collateral (defined below); and

WHEREAS, Grantor, Argyle Holdings, Inc., NewSpring Mezzanine Capital II, L.P., as administrative agent ("Secured Party") and the lenders party thereto have entered into the certain Subordinated Term Loan and Security Agreement dated as of November 5, 2015 (as may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest, lien and collateral assignment in and to all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Proprietary Rights (as defined in the Loan Agreement), which includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further evidence the security interest, lien and collateral assignment granted to Administrative Agent by Grantor under the Loan Agreement, Grantor does hereby grant to Secured Party a continuing security interest, lien and collateral assignment in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application (other than any intent-to-use trademark applications to the extent such intent-to-use trademark application constitutes Excluded Property (as defined in the Loan Agreement)), including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto and the trademark registrations issued with respect to the trademark applications referred in Schedule 1 or (b) injury to the goodwill associated with any trademark or trademark registration.

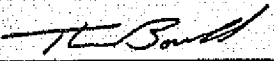
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SIGNATURES FOLLOW  
REMAINDER OF PAGE BLANK

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

GRANTOR:

SOCK AND ACCESSORY BRANDS GLOBAL, INC.

By:   
Name: Thomas Bowlds.  
Title: Senior Vice President and Chief Financial Officer

SECURED PARTY:

NEWSPRING MEZZANINE CAPITAL  
II, L.P.,  
as Administrative Agent and as Lender  
By: NSM II, L.P.  
By: NSM II GP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature Page to Patent Security Agreement*

ESS WHEREOF, Grantor and Secured Party have caused this Trademark Security  
uly executed by its duly authorized officer thereunto as of the date set forth above.

SECURED PARTY:

ESSORY BRANDS GLOBAL, INC. NEWSRING MEZZANINE CAPITAL II,  
L.P.,

as Administrative Agent and as Lender

By: NSM II, L.P.

By: NSM II GP, LLC

owlds

President and Chief Financial

By: 

Name: Gregory W. Barge

Title: Vice President

Schedule 1  
to Trademark  
Security Agreement

Registered Mark Name	Registration No.
SOCK CHOICES	4,561,301
WE MAKE SOCKS FUN	4,507,830
S Design	4,633,214
RUN LIFE	4,544,755
R RUNNER'S CHOICE & Design	4,476,229
DESIGN (Sheep head)	4,472,514
SMARTER THAN YOUR AVERAGE SHEEP	4,472,515
RUNNER'S CHOICE	4,393,373
SOCK A ROOS	4,451,996
WE WILL IMPRESS YOUR SOCKS OFF!!!	4,161,794
MIX 'EM	4,078,071
MIXAROOS	4,078,078
LAKE SHORE BAY	4,122,955
SOCK CONSTRUCTION COMPANY	2,015,944
FIDDLESTICKS	2,942,920
GAME SPORT	3,346,088
DOCTOR'S CHOICE	3,644,645
SMART FEET	3,926,910
SMART FEET	4,026,463
LACE 'EMS	3,862,652
LA DE DA	3,884,033
ULTRA THINS	4,051,073