

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARLENA INTERNATIONAL, L.L.C.		10/21/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	86386744	LEGTASTICS	
Serial Number:	85837684	ATHLETICS8	
Registration Number:	2157729	M	
Registration Number:	2103477	MARENA	
Registration Number:	4724601	VERA VASI	
Registration Number:	4724600	VERAMOR	
Registration Number:	4720242	PANTASTICS	
Registration Number:	4720241	LEGXURIOUS	
Registration Number:	4518977	SHAPED BY AN ANGEL	
Registration Number:	4413883	8	
Registration Number:	4541407	SHAPZME BY MARENA	
Registration Number:	2639596	COMFORTWEAVE	
Registration Number:	2603235	COMFORTWEAR	
Registration Number:	4014424	MARENA	
Registration Number:	3738649	COMFORTWEAR	
Serial Number:	86977575	LEGTASTICS	
Serial Number:	86770262	THREE DIMENSIONAL STRETCH	

OP \$440.00 86386744

CORRESPONDENCE DATA**Fax Number:** 7037125050*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:** 703-712-5352**Email:** jmiller@mcguirewoods.com**Correspondent Name:** Joyce Miller**Address Line 1:** 1750 Tysons Blvd.**Address Line 2:** Suite 1800**Address Line 4:** Tysons Corner, VIRGINIA 22102**ATTORNEY DOCKET NUMBER:** 2043774-0040**NAME OF SUBMITTER:** JOYCE MILLER**SIGNATURE:** /Joyce Miller/**DATE SIGNED:** 11/09/2015**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 21, 2015, is made by **MARLENA INTERNATIONAL, L.L.C.**, a Georgia limited liability company (the "Grantor"), in favor of **MADISON CAPITAL FUNDING LLC** ("Madison Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 21, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has granted, pursuant to a Guarantee and Collateral Agreement, dated as of October 21, 2015, by the Grantor and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to Agent a security interest in all of the Grantor's Intellectual Property (as defined therein); other than Excluded Property (as defined therein); and

WHEREAS, the Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the ratable benefit of Lenders, and grants to Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the "Trademark Collateral"):

(a) all of its Trademarks and all licenses providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and the Grantor and Agent hereby acknowledge and agree 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

MARLENA INTERNATIONAL, L.L.C.,
a Georgia limited liability company,
as Grantor




By: _____

Name: Daniel J. Haynes



Title: Vice President and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Jenn Cotton
Title: Chief Underwriting Officer

Trademarks

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
LEGTASTICS	86386744	9/5/14			Marlena International, L.L.C.	Pending
ATHLETICS8	85837684	1/31/14			Marlena International, L.L.C.	Pending
M	75212547	12/12/96	2157729	5/12/98	Marlena International, L.L.C.	Registered
						
MARENA	75187664	10/25/96	2103477	10/7/97	Marlena International, L.L.C.	Registered
VERA VASI	86064546	9/13/13	4724601	4/21/15	Marlena International, L.L.C.	Registered
VERAMOR	86064527	9/13/13	4724600	4/21/15	Marlena International, L.L.C.	Registered
PANTASTICS	86386788	9/5/14	4720242	4/14/15	Marlena International, L.L.C.	Registered
LEGXURIUS	86386770	9/5/14	4720241	4/14/15	Marlena International, L.L.C.	Registered
SHAPED BY AN ANGEL	85847850	2/12/13	4518977	4/22/14	Marlena International, L.L.C.	Registered
8	85838869	2/1/13	4413883	10/8/13	Marlena International, L.L.C.	Registered
						
SHAPZME BY MARENA	85492623	12/12/11	4541407	6/3/14	Marlena International, L.L.C.	Registered
COMFORTWEAVE	78050829	3/1/01	2639596	10/22/02	Marlena International, L.L.C.	Registered

TRADEMARK

REEL: 005666 FRAME: 0468

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
COMFORTWEAR	78048484	2/15/01	2603235	7/30/02	Marlena International, L.L.C.	Registered
MARENA	77966235	3/23/10	4014424	8/23/11	Marlena International, L.L.C.	Registered
COMFORTWEAR	77460464	4/29/08	3738649	1/19/10	Marlena International, L.L.C.	Registered
LEGTASTICS	86977575	9/5/2014			Marlena International, L.L.C.	Pending
THREE DIMENSIONAL STRETCH	86770262	9/28/2015			Marlena International, L.L.C.	Pending

TRADEMARK

REEL: 005666 FRAME: 0469

RECORDED: 11/11/2015