

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM364440

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	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

Name:	NEWSTAR BUSINESS CREDIT, LLC, AS ADMINISTRATIVE AGENT
Street Address:	8401 North Central Expressway
Internal Address:	Suite 600
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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
Registration Number:	3644645	DOCTOR'S CHOICE
Registration Number:	3926910	SMART FEET

TRADEMARK

Property Type	Number	Word Mark
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: 8043447999

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: 804-788-8772

Email: HWATTM@HUNTON.COM

Correspondent Name: STEPHEN P. DEMM - HUNTON & WILLIAMS LLP

Address Line 1: 951 EAST BYRD STREET

Address Line 2: RIVERFRONT PLAZA - EAST TOWER

Address Line 4: RICHMOND, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER: 73306.000054

NAME OF SUBMITTER: STEPHEN P. DEMM

SIGNATURE: /STEPHEN P. DEMM/

DATE SIGNED: 12/03/2015

Total Attachments: 4

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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., NewStar Business Credit, LLC, as administrative agent ("Secured Party") and the lenders party thereto have entered into the certain 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 and (b) injury to the goodwill associated with any trademark or trademark registration.

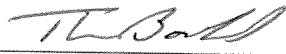
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted 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
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IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark 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:

NEWSTAR BUSINESS CREDIT, LLC,
as administrative agent

By: _____
Name: Tanner J. Pump
Title: Vice President

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark 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:

NEWSTAR BUSINESS CREDIT, LLC,
as administrative agent

By:  _____

Name: Tanner J. Pump

Title: Vice President

Schedule I
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