

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364546

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Supplement to Fourth Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BRODER BROS., CO.		12/03/2015	CORPORATION: DELAWARE
BODEK AND RHODES, INC.		12/03/2015	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	225 FRANKLIN STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4751123	AUTHENTIC PIGMENT
Registration Number:	4301541	MY MOBILE APPAREL
Registration Number:	4189486	APPAREL DESIGN STUDIO
Registration Number:	3958446	UC
Registration Number:	3920488	UC ULTRACLUB
Registration Number:	3178002	ULTRACLUB
Serial Number:	86174154	TEAM365
Serial Number:	86682372	CLOTHING DEAL DEPOT
Serial Number:	86633431	APPARELCITY
Serial Number:	86671250	BODEK AND RHODES

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 2023704750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

OP \$265.00 4751123

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F159906
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	12/03/2015

Total Attachments: 6

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**SECOND SUPPLEMENT TO FOURTH AMENDED AND RESTATED TRADEMARK
SECURITY AGREEMENT**

THIS SECOND SUPPLEMENT TO FOURTH AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the “**Supplement**”) is entered into as of this 3rd day of December, 2015, by **BRODER BROS., CO.**, a Delaware corporation (the “**Lead Borrower**”) and **BODEK AND RHODES, INC.**, a Pennsylvania corporation (the “**New Borrower**”, and together with the Lead Borrower, the “**Grantors**”), in favor of **BANK OF AMERICA, N.A.**, in its capacity as Administrative Agent (the “**Administrative Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, the Lead Borrower and the Administrative Agent are parties to (i) that certain Third Amended and Restated Security Agreement, dated as of March 27, 2013, with, among others, the Administrative Agent (the “**Security Agreement**”), and (ii) that certain Fourth Amended and Restated Trademark Security Agreement, dated as of March 27, 2013, and recorded on March 28, 2013 at Reel 4992, Frame 0572 with, among others, the Administrative Agent, as supplemented by that certain Supplement to Fourth Amended and Restated (the “**Trademark Supplement**”), dated as of January 8, 2014 and recorded on January 8, 2014 at Reel 5189, Frame 0540 (and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Agreement**”), to which the New Borrower, joined as a party pursuant to the Joinder and Second Amendment to Third Amended and Restated Credit Agreement dated of the date hereof;

WHEREAS, the Grantors have developed additional Trademarks and desire to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Administrative Agent.

WHEREAS, pursuant to the Trademark Agreement and the Security Agreement, the security interest granted thereunder and the other provisions contained therein automatically apply to the additional Trademarks;

WHEREAS, the parties desire to supplement the Trademark Agreement as hereinafter set forth to confirm as such; and

NOW, THEREFORE, in consideration of the premises, the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Trademark Agreement or the Security Agreement, as applicable.
2. **Supplement to Schedule I.** Schedule I to the Trademark Agreement is hereby supplemented, but not replaced, by Schedule I-A annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule I shall be deemed to include (i) the Trademarks referenced on Schedule I as such Schedule I exists immediately prior to the date hereof

(including as supplemented pursuant to the Trademark Supplement), and (ii) the Trademarks referenced on Schedule I-A annexed hereto.

3. **No Other Changes.** Except as expressly provided herein, all of the terms and conditions of the Trademark Agreement remain in full force and effect. Each Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.

4. **Applicable Law.** This Supplement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

5. **Counterparts.** This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Supplement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed on the day and year first above written.

GRANTORS:

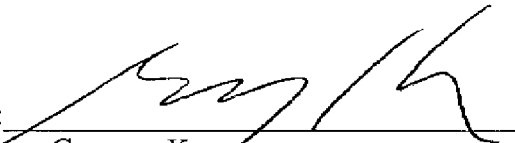
BRODER BROS., CO., a Delaware corporation

By: 
Name: Martin Matthews
Title: Secretary

BODEK AND RHODES, INC., a Pennsylvania corporation





By: 
Name: Martin Matthews
Title: Secretary

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Gregory Kress
Title: Senior Vice President

**SCHEDULE I-A
Trademarks**

Grantor	Mark	Country	Reg. Number/Application Number and Date	Serial Number and Date
Broder Bros., Co.	TEAM365	United States	Pending	86/174154 01/24/2014
Broder Bros., Co.	authentic pigment (stylized)	United States	4751123 06/09/2015	86/391569 09/11/2014
Broder Bros., Co.	CLOTHING DEAL DEPOT	United States	Pending	86/682372 07/02/2015
Broder Bros., Co.	APPARELCITY	United States	Pending	86/633431 05/18/2015

OWNER	Mark	Application/Serial Number and Filing Date	Reg. Number and Reg. Date	Country
Bodek and Rhodes, Inc.	MY MOBILE APPAREL 	85/978,599 March 23, 2012	4,301,541 March 12, 2013	United States
	APPAREL DESIGN STUDIO 	85/446,287 October 13, 2011	4,189,486 August 14, 2012	United States
	UC 	77/742,398 May 21, 2009	3,958,446 May 10, 2011	United States
	UC ULTRA CLUB 	77/742,379 May 21, 2009	3,920,488 February 15, 2011	United States
	ULTRA CLUB	78/485,846 September 18, 2004	3,178,002 November 28, 2006	United States

Trademark Applications:

OWNER	Mark	Application/Serial Number and Filing Date	Reg. Number and Reg. Date	Country
Bodek and Rhodes, Inc.	BODEK AND RHODES	86/671,250 June 23, 2015	Pending	United States