

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364483

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bodek and Rhodes, Inc.		12/03/2015	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prospect Capital Corporation		
<b>Street Address:</b>	10 East 40th Street		
<b>Internal Address:</b>	44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4301541	MY MOBILE APPAREL	
<b>Registration Number:</b>	4189486	APPAREL DESIGN STUDIO	
<b>Registration Number:</b>	3958446	UC	
<b>Registration Number:</b>	3920488	UC ULTRACLUB	
<b>Registration Number:</b>	3178002	ULTRACLUB	
<b>Serial Number:</b>	86671250	BODEK AND RHODES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508134848		
<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>			
<b>Phone:</b>	6508134800		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	Dechert LLP		
<b>Address Line 1:</b>	2440 W. El Camino Real		
<b>Address Line 2:</b>	Suite 700		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94040		
<b>ATTORNEY DOCKET NUMBER:</b>	384631-131968		
<b>NAME OF SUBMITTER:</b>	Alon Goldberger		

CH \$165.00 4301541

<b>SIGNATURE:</b>	/Alon Goldberger/
<b>DATE SIGNED:</b>	12/03/2015
<b>Total Attachments: 8</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif	

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (as from time to time amended, modified, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is entered into as of December 3, 2015, by Bodek and Rhodes, Inc., a Pennsylvania company (“**Grantor**”), in favor of **PROSPECT CAPITAL CORPORATION**, in its capacity as agent (“**Agent**”) for the benefit of the Purchasers (as hereinafter defined).

### RECITALS:

A. Pursuant to that certain Second Amended and Restated Senior Secured Loan Agreement dated as of December 3, 2015 among Broder Bros., Co., a Delaware corporation (the “**Borrower**”), Ash City USA Inc., a Delaware corporation (“**Ash City USA**”), Bodek and Rhodes, Inc., a Pennsylvania corporation (“**B&R**”), the other Loan Parties from time to time party thereto, Agent and the Purchasers from time to time party thereto (the “**Purchasers**”) (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Loan Agreement**”), Purchasers have purchased Notes (as defined in the Loan Agreement) from, and advanced certain loans to, Borrower and Borrower has incurred certain obligations to Purchasers and Agent.

B. Grantor has executed and delivered to Agent, for the benefit of the Purchasers, a Security Agreement dated as of March 27, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), pursuant to which Grantor has granted a security interest in certain property, including, without limitation, certain of its Intellectual Property, to the Agent, for the benefit of the Purchasers, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, or if not defined therein, in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the ratable benefit of Purchasers, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which by their terms do not permit the assignment thereof or to the extent a Lien on such assets could give any other party a legally enforceable right to terminate Grantor’s right to use such asset, and any such restriction, prohibition or requirement of consent is not rendered ineffective by §§ 406-409 of the Code) (collectively, the “**Trademark Collateral**”):

(a) all of its trademarks, service marks, trade names, trade dress, other indicia of trade origin, and all applications, registrations and recordings relating to any of the foregoing, as may be filed in the United States Patent and Trademark Office, any State of the United States, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, without limitation, each mark, registration and application for registration identified on Schedule 1 attached hereto and made a part hereof (as such schedule may be amended or supplemented from time to time) (the property in this clause (a) being, collectively, the “**Trademarks**”);

(b) all renewals of each of the Trademarks;

(c) all rights of Grantor in all present and future agreements containing any right or license with respect to the Grantor’s Trademarks when the Grantor is a licensor under any such agreement, including without limitation, the license agreements listed on Schedule 2 attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements (collectively, “**Trademark Licenses**”);

(d) all goodwill of the business connected with the use of, and symbolized by, each of the items described in clauses (a), (b) and (c); and

(e) all Proceeds (as such term is defined in the Code) of the foregoing.

Notwithstanding anything to the contrary in this Trademark Security Agreement, nothing in this Trademark Security Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, the Grantor (“**Intent to Use Applications**”) and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Trademark Security Agreement.

**3. SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Agent, the Purchasers, or any of them.

**4. SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and for the ratable benefit of Purchasers, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**5. AUTHORIZATION TO SUPPLEMENT.** If the Grantor obtains rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. No less than annually, Grantor shall give notice in writing to Agent with respect to any such new Trademark or new Trademark License. Without limiting Grantor’s obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 or Schedule 2 to include any such new Trademark or Trademark License. Notwithstanding the foregoing, no failure to so

modify this Trademark Security Agreement or amend Schedule 1 or Schedule 2 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on the schedules hereto.

**6. APPLICABLE LAW.** This Trademark Security Agreement and the validity, interpretation, construction, and performance hereof and thereof shall be governed by and construed and enforced in accordance with, and any claim by any party hereto against any other party hereto (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest) shall be determined in accordance with, the internal laws of the State of New York for contracts made and to be performed wholly within the State of New York, without regard to principles of conflicts of laws requiring application of the law of any other jurisdiction.

**7. COUNTERPARTS.** Any number of counterparts of this Trademark Security Agreement, including facsimiles, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

*[signature page follows]*

IN WITNESS WHEREOF, 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.

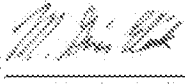
BODEK AND RHODES, INC., a Pennsylvania corporation

By:   
Name: Martin Matthews  
Title: Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

**PROSPECT CAPITAL CORPORATION,**  
as Agent

By: 

Name: M. Grier Eliasek

Title: President and Chief Operating Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005681 FRAME: 0313**

SCHEDULE TO TRADEMARK SECURITY AGREEMENT

by

BODEK AND RHODES, INC., a Pennsylvania company

in favor of


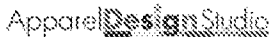


PROSPECT CAPITAL CORPORATION



SCHEDULE 1

Trademarks

**Trademarks:**

<b>OWNER</b>	<b>Mark</b>	<b>Application/Serial Number and Filing Date</b>	<b>Reg. Number and Reg. Date</b>	<b>Country</b>
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:**

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

SCHEDULE 2

Trademark License Agreements

None.