

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INDIANA KNITWEAR, LLC		01/04/2016	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	JP MORGAN CHASE BANK, N.A.		
Street Address:	1 East Ohio Street, Floor 04		
Internal Address:	IN1-0046		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204-1912		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1841899	INDY KNIT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	3172386282		
Email:	ashanehsaz@kdlegal.com		
Correspondent Name:	Abraham Jentry Shanehsaz		
Address Line 1:	12800 North Meridian Street Suite 300		
Address Line 4:	Carmel, INDIANA 46032		
ATTORNEY DOCKET NUMBER:	BANK-931		
NAME OF SUBMITTER:	Abraham J. Shanehsaz		
SIGNATURE:	/s/ Abraham J. Shanehsaz		
DATE SIGNED:	01/15/2016		
Total Attachments: 3			
source=Trademark Security Agreement (3)#page1.tif			
source=Trademark Security Agreement (3)#page2.tif			
source=Trademark Security Agreement (3)#page3.tif			

OP \$40.00 1841899

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of January 4, 2016, by INDIANA KNITWEAR, LLC, an Indiana limited liability company (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association with a mailing address of 1 East Ohio Street, Floor 04, IN1-0046, Indianapolis, Indiana 46204-1912, and its successors and assigns (the "Lender").

RECITALS

A. The Grantor and Lender have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which Lender has agreed to make loans to the Grantor.

B. The Grantor has entered into a Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") for the benefit of Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Security Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Lender a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").


This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[SIGNATURE PAGE –TRADEMARK SECURITY AGREEMENT]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer or other representative thereunto as of the date first set forth above.

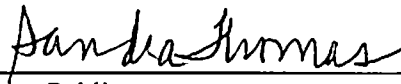
GRANTOR:

INDIANA KNITWEAR, LLC

By: 
Thomas E. Bennett, Treasurer

STATE OF INDIANA)
COUNTY OF Marion) SS

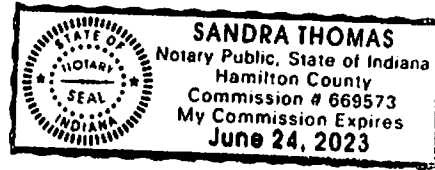
The foregoing instrument was acknowledged before me this 30th day of December, 2015, by Thomas E. Bennett, the Treasurer of Indiana Knitwear, LLC, an Indiana limited liability company, on behalf of said entity.


Notary Public

My commission expires:
June 24, 2023

My county of residence:
Hamilton

KD_7814758_1.doc



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark	Registration Date	Registration Number
Trademark Indy Knit	08/27/1993	5010-2029
Trademark Indy Knit	06/28/1994	1841899