

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aerogroup International Holdings LLC		01/19/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THL Corporate Finance, Inc.		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4656399	AERGO	
Registration Number:	4656400	AERGO	
Serial Number:	86852523	FASHION THAT FEELS GOOD	
Serial Number:	86438731	FLEXATION	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	2123186824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	94347.00001		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	01/20/2016		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

January 19, 2016

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, this Grant of Security Interest in Trademarks (this "Grant") is made by Aerogroup International Holdings LLC, having an office at 201 Meadow Road, Edison, NJ 08817 (the "Grantor") to THL Corporate Finance, Inc., having an office at 100 Federal Street, 31st Floor Boston, MA 02110, in its capacity as agent for the Credit Parties (in such capacity and together with any successors in such capacities, the "Agent").

This Grant has been entered into in conjunction with that certain Security Agreement, by and among the Grantor, the other grantors party thereto and the Agent, dated as of the date hereof (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Security Agreement"). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Agent, its successors and assigns, for its benefit and the benefit of the Credit Parties, a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including any trademark registrations and any service mark registrations set forth on Schedule A attached hereto (collectively, the "Marks") (except as such may be considered Excluded Property).

The rights and remedies of the Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The Grantor authorizes and requests that the Commissioner for Trademarks record this Grant with the U.S. Patent and Trademark Office.

This Grant may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Grant by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Grant.

This Grant shall terminate and the security interest in the Marks shall be released in accordance with the terms and provisions of the Security Agreement.

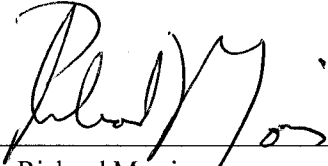
This Grant shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law (other than any mandatory provisions of law relating to the law governing perfection and the effect of perfection of the security interest and applicable federal laws pertaining to trademarks).

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Grant of Security Interest in Trademarks to be duly executed and delivered by their duly authorized officers as of the date first above written.

GRANTOR:

**AEROGROUP INTERNATIONAL HOLDINGS
LLC**

By:  _____

Name: Richard Morris

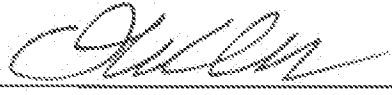
Title: Chief Financial Officer

Signature Page to Grant of Security Interest in Trademarks

**TRADEMARK
REEL: 005712 FRAME: 0464**

GRANTEE:

THL CORPORATE FINANCE, INC.

By:  _____

Name: Terrence W. Olson

Title: Chief Financial Officer

Signature Page to Grant of Security Interest in Trademarks

BN1414347.2

TRADEMARK
REEL: 005712 FRAME: 0465

SCHEDULE A

Registrations

Trademark	Filing Date	Registration. No.
AERGO	12/16/2014	4656399
AERGO (Stylized)	12/16/2014	4656400

Applications

Trademark	Application Date	Application Number
FASHION THAT FEELS GOOD	12/17/2015	86852523
FLEXATION	10/29/2014	86438731