

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aerogroup International Holdings LLC		01/20/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Palladin Partners LP		
Street Address:	200 Clarendon Street		
Internal Address:	John Hancock Tower - 26th floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2737666	A	
Registration Number:	2914111	A 2	
Registration Number:	2632787	AEROLOGY	
Registration Number:	2836671	AEROSOLE	
Registration Number:	2190880	AEROSOLE	
Registration Number:	1756927	AEROSOLE	
Registration Number:	2648060	AEROSOLE	
Registration Number:	3187230	BLINDSEAM	
Registration Number:	3184925	FLEXATION BY AEROSOLE	
Registration Number:	1953875		
Registration Number:	3225746	STITCH N TURN	
Registration Number:	3225747	STITCH N TURN	
Registration Number:	3109987	TWIST & SHOUT	
Registration Number:	2055618	WHAT'S WHAT	
Registration Number:	2610621	WHAT'S WHAT	
Registration Number:	4656399	AERGO	
Registration Number:	4656400	AERGO	
Registration Number:	4656184	SIGNATURE BY AEROSOLE	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86852523	FASHION THAT FEELS GOOD
Serial Number:	86438731	FLEXATION

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	054934-0002
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	01/22/2016

Total Attachments: 5
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source=Palladin Trademark Security Agreement#page2.tif
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GRANT OF SECURITY INTEREST IN TRADEMARKS

January 20, 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 Palladin Partners LP, in its capacity as agent for the Lenders (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 Lenders, 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.

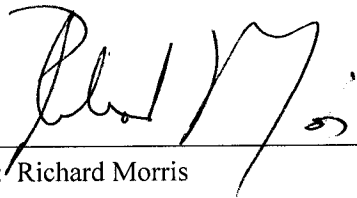
This Grant shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law (other than any mandatory provisions of law relating to the law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

GRANTEE:

PALLADIN PARTNERS, LP

By: Palladin Partners GP, LLC, its General
Partner

By: _____

Name: Mark J. Schwartz

Title: Managing Member

SCHEDULE A

Registrations

Trademark	Filing Date	Registration. No.
A (STYLIZED)	7/15/2003	2737666
A2 & DESIGN	12/28/2004	2914111
AEROLOGY	10/8/2002	2632787
AEROSOLE	4/27/2004	2836671
AEROSOLE	9/22/1998	2190880
AEROSOLE & DESIGN	3/9/1993	1756927
AEROSOLE (STYLIZED)	11/12/2002	2648060
BLINDSEAM & DESIGN	12/19/2006	3187230
FLEXATION BY AEROSOLE	12/12/2006	3184925
SHOE SOLE DESIGN	2/6/1996	1953875
STITCH N TURN	4/3/2007	3225746
STITCH N TURN (HORIZONTAL)	4/3/2007	3225747
TWIST & SHOUT & DESIGN	6/27/2006	3109987
WHAT'S WHAT	4/22/1997	2055618
WHAT'S WHAT (Stylized)	8/20/2002	2610621
AERGO	12/16/2014	4656399
AERGO (Stylized)	12/16/2014	4656400
SIGNATURE by AEROSOLE	12/16/2014	4656184

Applications

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