# CH \$1665.00 37982;

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM376981

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fashion Seal Corporation		03/08/2016	Corporation: NEVADA

### **RECEIVING PARTY DATA**

Name:	Fifth Third Bank			
Street Address:	201 East Kennedy Boulevard			
Internal Address:	18th Floor			
City:	Tampa			
State/Country:	FLORIDA			
Postal Code:	33602			
Entity Type:	Corporation: OHIO			

### **PROPERTY NUMBERS Total: 66**

Property Type	Number	Word Mark				
Registration Number:	3798279	THE ADDED TOUCH				
Registration Number:	3801839	THE ADDED TOUCH				
Registration Number:	3832735	APPEL & BROOKS SINCE 1856				
Registration Number:	4609241	BLUE FUSION				
Registration Number:	4064507	CHEF'S EDGE				
Registration Number:	4112640	CHEF'S EDGE				
Registration Number:	1074094	COMFORT IN ACTION				
Registration Number:	4151771	COOLIN' EDGE				
Registration Number:	4151772	COOLIN' EDGE				
Registration Number:	3428291	DEFINING TRENDS				
Registration Number:	3269913	DEFINING UNIFORMS				
Registration Number:	3046850	D-STAT				
Registration Number:	4190747	D-STAT PLUS				
Registration Number:	4178176	ECO				
Registration Number:	4296219	ECO				
Registration Number:	4497209	ECOPOLY				
Registration Number:	4178449	EVERY BODY MEDIA				
Registration Number:	4178450					

TRADEMARK REEL: 005752 FRAME: 0846

900357655

Property Type	Number	Word Mark			
Registration Number:	3738106	FABRICONSCIOUS			
Registration Number:	3779300	FABRICONSCIOUS			
Registration Number:	3738102	FABRICONSCIOUS			
Registration Number:	3776096	FABRICONSCIOUS			
Registration Number:	4128386	FABRICONSCIOUS/SUPERIOR UNIFORM GROUP			
Registration Number:	4128387	FABRICONSCIOUS/SUPERIOR UNIFORM GROUP			
Registration Number:	2970297	FASHION BLEND			
Registration Number:	2936836	FASHION POPLIN			
Registration Number:	2943249	FASHION POPLIN			
Registration Number:	2224221	FASHION SEAL HEALTHCARE			
Registration Number:	3277572	FASHION SEAL HEALTHCARE SUPERIOR UNIFORM			
Registration Number:	3278021	FASHION SEAL HEALTHCARE SUPERIOR UNIFORM			
Registration Number:	3309100	FASHION SEAL HEALTHCARE SUPERIOR UNIFORM			
Registration Number:	3163588	FASHION SEAL SUPERIOR UNIFORM GROUP			
Registration Number:	3432594	FASHION SEAL SUPERIOR UNIFORM GROUP			
Registration Number:	3416811	FASHION SEAL UNIFORMS			
Registration Number:	3416818	FASHION SEAL UNIFORMS			
Registration Number:	0833395	FASHION SEAL UNIFORMS			
Registration Number:	3326462	FASHION SET			
Registration Number:	3885235	FASHION SHIELD			
Registration Number:	4620300	FASHIONPOLY			
Registration Number:	1083334	FLAME-OUT			
Registration Number:	4534906	FSH			
Registration Number:	3785975	GROWING A RESPONSIBLE, EDUCATED, AND ENG			
Registration Number:	4363751	ICOATS			
Registration Number:	4534486	IDESIGN BY SUPERIOR			
Registration Number:	3056544	MARTIN'S SUPERIOR UNIFORM GROUP			
Registration Number:	3074642	MARTIN'S SUPERIOR UNIFORM GROUP			
Registration Number:	2338795	MARTIN'S UNIFORMS			
Registration Number:	2982413	PREMIUM TUNNEL FINISH			
Registration Number:	2974329	PTF			
Registration Number:	3002953	PTF			
3	4534916	SIMPLYSOFT			
	1895622	SOPE CREEK			
	3428059	SUG.BIZ			
	3096638	SUPERIOR UNIFORM GROUP			
	3124975	SUPERIOR UNIFORM GROUP			
Registration Number:	2984162	TEXTURE SHIELD			

Property Type	Number	Word Mark			
Registration Number:	3677726	TUGS!			
Registration Number:	3833708	TUGS!			
Registration Number:	4651198	ULTRAMAX			
Registration Number:	2994799	UNIVOGUE			
Registration Number:	3038466	UNIVOGUE SUPERIOR UNIFORM GROUP			
Registration Number:	3096637	UNIVOGUE SUPERIOR UNIFORM GROUP			
Registration Number:	3121789	WHERE WE STILL DOT EVERY I			
Registration Number:	4605506	WORKLON			
Registration Number:	3160080	WORKLON SUPERIOR UNIFORM GROUP			
Registration Number:	3160081	WORKLON SUPERIOR UNIFORM GROUP			

### **CORRESPONDENCE DATA**

**Fax Number:** 8132297660

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: 813-221-7424
Email: kturilli@slk-law.com

Correspondent Name: W. Kent Ihrig/Shumaker, Loop & Kendrick Address Line 1: 101 East Kennedy Boulevard, Suite 2800

Address Line 4: Tampa, FLORIDA 33602

ATTORNEY DOCKET NUMBER:	74070-159354	
NAME OF SUBMITTER:	W. Kent Ihrig	
SIGNATURE:	/W. Kent Ihrig/	
DATE SIGNED:	03/17/2016	

### **Total Attachments: 8**

source=Trademark Security Agreement - Fashion Seal Corporation#page1.tif source=Trademark Security Agreement - Fashion Seal Corporation#page2.tif source=Trademark Security Agreement - Fashion Seal Corporation#page3.tif source=Trademark Security Agreement - Fashion Seal Corporation#page4.tif source=Trademark Security Agreement - Fashion Seal Corporation#page5.tif source=Trademark Security Agreement - Fashion Seal Corporation#page6.tif source=Trademark Security Agreement - Fashion Seal Corporation#page7.tif source=Trademark Security Agreement - Fashion Seal Corporation#page8.tif

### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of March 8, 2016, is made between Fashion Seal Corporation, a Nevada corporation (the "**Grantor**"), and Fifth Third Bank, an Ohio banking corporation, as the Secured Party (the "**Secured Party**") and relates to certain financing or other financial accommodations made by Secured Party pursuant to the terms of that certain Third Amended and Restated Credit Agreement, dated as of March 8, 2016, by and between, *inter alios*, Superior Uniform Group, Inc., a Florida corporation ("**Borrower**") and Secured Party (as the same may be amended, supplemented, replaced, amended and restated or otherwise modified from time to time, the "**Credit Agreement**").

### WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered, or has previously or contemporaneously with the execution and delivery hereof become a party to, an Amended and Restated Security Agreement, dated as of March 8, 2016 (as the same may be amended, supplemented, replaced, amended and restated or otherwise modified from time to time, the "Security Agreement");

**WHEREAS**, pursuant to <u>Section 4(d)</u> of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. **Definitions**. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. **Grant of Security Interest**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "**Trademark Collateral**"), whether now owned or hereafter acquired or existing by it:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;
- (b) all Trademark licenses, including each Trademark license referred to in <u>Item B</u> of Schedule I attached hereto;
- (c) all reissues, extensions or renewals of any of the items described in <u>clause (a)</u> and <u>(b)</u>;

- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in <a href="Item A">Item B</a> of <a href="Schedule I">Schedule I</a> attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Provided, that Trademark Collateral shall not include any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

SECTION 3. **Security Agreement**. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world (subject to <u>Sections 2</u> and <u>4(d)</u> of the Security Agreement). The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms subject to Section 4 hereof.

SECTION 4. **Release of Security Interest**. Upon (i) the sale, transfer or other disposition of any Patent Collateral in accordance with the Credit Agreement or (ii) the indefeasible payment in full in cash of the Obligations and the termination of the Revolving Commitment (as defined in the Credit Agreement), the Secured Party shall promptly upon the Grantor's request and contemporaneously with any refinancing of the Obligations, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. **Acknowledgment**. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. **Counterparts**. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement.

[Remainder of Page Intentionally Blank]

TR

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FASHION SEAL CORPORATION, a Nevada corporation

By
Andrew D. Demott, Jr., President

FIFTH THIRD BANK, An Ohio banking corporation

By\_\_\_\_\_ Andrew D. Hahn, Vice President

[SIGNATURE PAGE TO FSC TRADEMARK SECURITY AGREEMENT]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FASHION SEAL CORPORATION, a Nevada corporation

By\_\_\_\_\_\_Andrew D. Demott, Jr., President

FIFTH THIRD BANK, An Ohio banking corporation

Andrew D. Hahn, Vice President

# SCHEDULE I to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Country

Trademark

Registration No.

Registration Date

**United States** 

See Exhibit A.

Pending Trademark Applications

\*Country

Trademark

Serial No.

Filing Date

None.

**Trademark Applications in Preparation** 

Expected

Products/

\*Country

**Trademark** 

Docket No.

Filing Date

Services

None.

Item B. Trademark Licenses

\*Country or <u>Territory</u>

Trademark

Licensor

Licensee

Effective <u>Date</u>

Expiration

<u>Date</u>

None.

List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

2/23/2016 **EXHIBIT A** 

### **CURRENT TRADEMARKS**

CURRENT FRADEWIARRS							
Name of Mark	Serial #	Registration #	Class	Registration Date	Registration Renewal Date	Trademark Owner	
Added Touch, The	77/691,428	3,798,279	25	June 8, 2010	June 8, 2020	Fashion Seal Corporation	
Added Touch, The	77/691,436	3,801,839	35	June 15, 2010	June 15, 2020	Fashion Seal Corporation	
Appel & Brooks Since 1856	77/710569	3,832,735	25	August 10, 2010	August 10, 2020	Fashion Seal Corporation	
Blue Fusion	86/191,399	4,609,241	35	September 23, 2014	September 23, 2024	Fashion Seal Corporation	
Chef's Edge	85/139891	4,064,507	25	November 29, 2011	November 29, 2021	Fashion Seal Corporation	
Chef's Edge	85/139902	4,112,640	35	March 13, 2012	March 13, 2022	Fashion Seal Corporation	
Comfort In Action	73/103,653	1,074,094	25	Septermber 27, 1977	September 27, 2017	Fashion Seal Corporation	
Coolin' Edge	85/412966	4,151,771	25	May 29, 2012	May 29, 2022	Fashion Seal Corporation	
Coolin' Edge	85/412979	4,151,772	35	May 29, 2012	May 29, 2022	Fashion Seal Corporation	
Defining Trends	78/722,061	3,428,291	35	May 13, 2008	May 13, 2018	Fashion Seal Corporation	
Defining Uniforms	78/712,984	3,269,913	35	July 24, 2007	July 24, 2017	Fashion Seal Corporation	
D-STAT	78/334412	3,046,850	10	January 17, 2006	January 17, 2026	Fashion Seal Corporation	
D-Stat Plus	85/519007	4,190,747	9	August 14, 2012	August 14, 2022	Fashion Seal Corporation	
ECO & Leaf Design	85/388404	4,178,176	25	July 24, 2012	July 24, 2018	Fashion Seal Corporation	
ECO & Leaf Design	85/390726	4,296,219	35	February 26, 2013	February 26, 2023	Fashion Seal Corporation	
EcoPoly	85/949067	4,497,209	24	March 18, 2014	March 18, 2024	Fashion Seal Corporation	
everyBODY media and design	85/464541	4,178,449	25	July 24, 2012	July 24, 2018	Fashion Seal Corporation	
everyBODY media and design	85/464541	4,178,449	35	July 24, 2012	July 24, 2018	Fashion Seal Corporation	
everyBODY media Misc Design (Wave)	85/464550	4,178,450	25	July 24, 2012	July 24, 2018	Fashion Seal Corporation	
everyBODY media Misc Design (Wave)	85/464550	4,178,450	35	July 24, 2012	July 24, 2018	Fashion Seal Corporation	
FabriConscious & Design	77/697573	3,738,106	25	January 12, 2010	January 12, 2020	Fashion Seal Corporation	
FabriConscious	77/695661	3,779,300	35	April 20, 2010	April 20, 2020	Fashion Seal Corporation	
FabriConscious	77/697573	3,738,102	25	January 12, 2010	January 12, 2020	Fashion Seal Corporation	
FabriConscious & Design	77/697591	3,776,096	35	April 13, 2010	April 13, 2020	Fashion Seal Corporation	
FabriConscious Superior Uniform Group and Design	85/388163	4,128,386	25	April 17, 2012	April 17, 2022	Fashion Seal Corporation	
FabriConscious Superior Uniform Group and Design	85/388188	4,128,387	35	April 17, 2012	April 17, 2022	Fashion Seal Corporation	
Fashion Blend	78/370527	2,970,297	25	July 19, 2005	July 19, 2025	Fashion Seal Corporation	
Fashion Poplin	78/202,545	2,936,836	24	March 29, 2005	March 29, 2025	Fashion Seal Corporation	
Fashion Poplin	78/334,664	2,943,249	25	April 19, 2005	April 19, 2025	Fashion Seal Corporation	
Fashion Seal Healthcare	75/417,574	2,224,221	25	February 16, 1999	February 16, 2019	Fashion Seal Corporation	
Fashion Seal Healthcare Superior Uniform Group	78/751,394	3,277,572	10	August 7, 2007	August 7, 2017	Fashion Seal Corporation	

Class 9 = Software Class 10 = Medical
Class 25 = Garment
Class 42 = Creation of Websites
Class 22 = Laundry Bags
Class 35 = Catalog

Class 24 = Fabric Class 40 = Card, Picture or Sign Exhibiting

						Ι
Name of Mark	Serial #	Registration #	Class	Registration Date	Registration Renewal Date	Trademark Owner
Fashion Seal Healthcare Superior Uniform Group	78/977,221	3,278,021	25	August 7, 2007	August 7, 2017	Fashion Seal Corporation
Fashion Seal Healthcare Superior Uniform Group	78/751,413	3,309,100	35	October 9, 2007	October 1, 2017	Fashion Seal Corporation
Fashion Seal Superior Uniform Group & Design	78/450,389	3,163,588	25	October 24, 2006	October 24, 2016	Fashion Seal Corporation
Fashion Seal Superior Uniform Group & Design	78/450,398	3,432,594	35	May 20, 2008	May 20, 2018	Fashion Seal Corporation
Fashion Seal Uniforms	77/082,214	3,416,811	25	April 29, 2008	April 29, 2018	Fashion Seal Corporation
Fashion Seal Uniforms	77/083,804	3,416,818	35	April 29, 2008	April 29, 2018	Fashion Seal Corporation
Fashion Seal Uniforms & Design	72/251755	833,395	25	August 8, 1967	August 8, 2017	Fashion Seal Corporation
Fashion Set	78/674,123	3,326,462	25	October 30, 2007	October 30, 2017	Fashion Seal Corporation
Fashion Shield	77/922,569	3,885,235	10	Dec 7, 2010	December 7, 2020	Fashion Seal Corporation
Fashion Shield	77/922569	3,885,235	22	Dec 7, 2010	December 7, 2020	Fashion Seal Corporation
FashionPoly	86/199952	4,620,300	24	October 14, 2014	October 14, 2024	Fashion Seal Corporation
Flame-Out	73/010493	1,083,334	10	January 24, 1978	January 24, 2018	Fashion Seal Corporation
FSH & Design	86/025966	4,534,906	10, 25, 35	May 20, 2014	May 20, 2024	Fashion Seal Corporation
Growing a Responsible, Educated and Engaged Network	77/695,671	3,785,975	35	May 4, 2010	May 4, 2020	Fashion Seal Corporation
iCoats	85/719635	4,363,751	25	July 9, 2013	July 9, 2023	Fashion Seal Corporation
iDesign by Superior	85/838479	4,534,486	9	May 20, 2014	May 20, 2024	Fashion Seal Corporation
Martin's Superior Uniform Group & Design	78/450,365	3,056,544	25	January 31, 2006	January 31, 2026	Fashion Seal Corporation
Martin's Superior Uniform Group & Design	78/450,349	3,074,642	35	March 28, 2006	March 28, 2026	Fashion Seal Corporation
Martin's Uniforms	75/748,522	2,338,795	25	April 4, 2000	April 4, 2020	Fashion Seal Corporation
Premium Tunnel Finish	78/344,383	2,982,413	25	August 2, 2005	August 2, 2025	Fashion Seal Corporation
PTF	78/344,366	2,974,329	25	July 19, 2005	July 19, 2025	Fashion Seal Corporation
PTF & Design	78/428,599	3,002,953	25	September 27, 2005	September 27, 2025	Fashion Seal Corporation
SimplySoft	86/038570	4,534,916	24	May 20, 2014	May 20, 2024	Fashion Seal Corporation
Sope Creek	74/461,487	1,895,622	25	May 23, 1995	April 25, 2025	Fashion Seal Corporation
SUG.BIZ	78/486,269	3,428,059	25	<b>M</b> ay 13, 2008	May 13, 2018	Fashion Seal Corporation
Superior Uniform Group & Design	78/450,503	3,096,638	35	May 23, 2006	May 23, 2016	Fashion Seal Corporation
Superior Uniform Group & Design	78/975,971	3,124,975	25	August 1, 2006	August 1, 2016	Fashion Seal Corporation
Texture Shield	78/345,527	2,984,162	25	August 9, 2005	August 9, 2025	Fashion Seal Corporation
TUGS!	77/589,228	3,677,726	25	September 1, 2009	September 1, 2019	Fashion Seal Corporation

Class 9 = Software Class 10 = Medical Class 25 = Carment Class 42 = Creation of Websites Class 35 = Catalog

Class 24 = Fabric Class 40 = Card, Picture or Sign Exhibiting

Name of Mark	Serial #	Registration #	Class	Registration Date	Registration Renewal Date	Trademark Owner
TUGS!	77/779,353	3,833,708	35	August 17, 2010	August 17, 2020	Fashion Seal Corporation
UltraMax	85/783801	4,651,198	35	December 9, 2014	December 9, 2024	Fashion Seal Corporation
UniVogue & Design	78/430,879	2,994,799	25	September 13, 2005	September 13, 2025	Fashion Seal Corporation
UniVogue Superior Uniform Group & Design	78/450,317	3,038,466	35	January 3, 2006	January 3, 2026	Fashion Seal Corporation
UniVogue Superior Uniform Group & Design	78/450,311	3,096,637	25	May 23, 2006	May 23, 2026	Fashion Seal Corporation
Where We Still Dot Every I	78/474,157	3,121,789	35	July 25, 2006	July 25, 2016	Fashion Seal Corporation
Worklon	86/201704	4,605,506	25	September 16, 2014	September 16, 2024	Fashion Seal Corporation
Worklon Superior Uniform Group & Design	78/449,978	3,160,080	35	October 17, 2006	October 17, 2016	Fashion Seal Corporation
Worklon Superior Uniform Group & Design	78/449,988	3,160,081	25	October 17, 2006	October 17, 2016	Fashion Seal Corporation

Class 9 = Software Class 24 = Fabric
Class 10 = Medical Class 25 = Garment
Class 22 = Laundry Bags Class 35 = Catalog

Class 24 = Fabric Class 40 = Card, Picture or Sign Exhibiting
Class 25 = Garment Class 42 = Creation of Websites

TRADEMARK
RECORDED: 03/17/2016 REEL: 005752 FRAME: 0856