

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM379388

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLGOODS LLC		03/11/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86663939		
Serial Number:	86797919		
Serial Number:	86792787	FAN CLOTH	
Serial Number:	86792781	FAN CLOTH	
Serial Number:	86663951	ACRUX	
CORRESPONDENCE DATA			
Fax Number:	2128225096		
<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>			
Email:	nbrowand@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	28 Liberty Street		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	30045.70600		
NAME OF SUBMITTER:	Nathaniel T. Browand		
SIGNATURE:	/Nathaniel T. Browand/		
DATE SIGNED:	04/05/2016		

CH \$140.00 86663939

Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of the Persons listed on the signature pages hereof (collectively, the “Grantors”), hereby grants to GOLDMAN SACHS BANK USA, in its capacity as administrative and collateral agent (in such capacity, the “Grantee”), a continuing security interest in (a) all of the Grantors’ right, title and interest in, to and under to the United States trademarks, tradenames, trade dress and service marks and all trademark registrations and trademark applications and recordings (the “Marks”) set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to the Grantors’ use of any trademarks, tradenames, trade dress and service marks, (c) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (d) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (e) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (f) the right to sue for past, present and future infringements thereof, (g) all rights corresponding thereto, (h) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by any Grantor against third parties for past or future infringement of the Marks and (i) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

Each of the Grantors authorizes and requests that the Commissioner of Patents and Trademarks record this Grant.

THIS GRANT (the “Grant”) is made to secure the satisfactory performance and payment of all the Obligations of the Grantors, as such term is defined in the Pledge and Security Agreement by, among others, the Grantors and the Grantee, dated as of December 11, 2014 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). Each of the Grantors does hereby acknowledge and confirm that the grant of the security interest herein, and the rights and remedies of the Grantee with respect to the security interest granted herein, are more fully 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.

This Grant shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 11th day of March 2016.

ALLGOODS LLC,
as Grantor

By: 

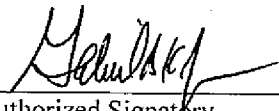
Name: Jeffrey Webb

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005765 FRAME: 0305

GOLDMAN SACHS BANK USA,
as Administrative Agent, Collateral Agent and as
Grantee

By: 
Authorized Signatory

Gabriel Jacobson
Authorized Signatory

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005765 FRAME: 0306

SCHEDULE A

**TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND
SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK
AND SERVICE MARK REGISTRATIONS**

WORD MARK	SERIAL NO	FILING DATE	OWNER (APPLICANT)
 [DESIGN ONLY]	86/663,939	06/16/2015	allgoods llc
 [DESIGN ONLY]	86/797,919	10/23/2015	allgoods llc
FAN CLOTH	86/792,787	10/20/2015	allgoods llc
 FAN CLOTH	86/792,781	10/20/2015	allgoods llc
 ACRUX	86/663,951	06/16/2015	allgoods llc