

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Superior Uniform Group, Inc.		03/08/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	201 E. Kennedy Boulevard		
Internal Address:	18th Floor		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33602		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3254826	HPI DIRECT	
CORRESPONDENCE DATA			
Fax Number:	8132291660		
<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:	8132297600		
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:	F74070-159354		
NAME OF SUBMITTER:	W. KENT IHRIG		
SIGNATURE:	/W. KENT IHRIG /		
DATE SIGNED:	04/11/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of March 8, 2016, is made between Superior Uniform Group, Inc., a Florida 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*, Grantor 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 Section 4(d) 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 Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(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 Item A and Item B of Schedule I 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 Sections 2 and 4(d) 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]

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.

SUPERIOR UNIFORM GROUP, INC.,
a Florida corporation

By: 
Andrew D. Demott, Jr., Chief Operating
Officer, Chief Financial Officer and Treasurer

FIFTH THIRD BANK,
An Ohio banking corporation

By _____
Andrew D. Hahn, Vice President

[SIGNATURE PAGE TO SUG TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005769 FRAME: 0234

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.

SUPERIOR UNIFORM GROUP, INC.,
a Florida corporation

By: _____
Andrew D. Demott, Jr., Chief Operating
Officer, Chief Financial Officer and Treasurer

FIFTH THIRD BANK,
An Ohio banking corporation

By: 
Andrew D. Hahn, Vice President

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>
United States	HPI DIRECT	3,254,826	June 6, 2007	25 and 40

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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None.

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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None.

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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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.