

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
City Gear, LLC		04/20/2016	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4675462	CITY GEAR	
Registration Number:	4413864	CITY G.E.A.R.	
Registration Number:	4398655	CITY G.E.A.R	
Serial Number:	86568560	GRINDHOUSE	
Serial Number:	86568545	GRINDHOUSE DENIM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	michael.barys@thomsonreuters.com		
Correspondent Name:	Gregory T. Peeler		
Address Line 1:	111 West Monroe Street, 17th Floor		
Address Line 2:	Chapman and Cutler LP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Gregory T. Peeler		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	04/21/2016		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

City Gear, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines): Tennessee

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 20, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fifth Third Bank

Street Address: 38 Fountain Square Plaza

City: Cincinnati

State: Ohio

Country: USA Zip: 45263

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Ohio
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street, 17th Floor

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4118907

Email Address: pealer@chapman.com

6. Total number of applications and registrations involved:

5

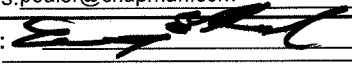
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: , for Chapman and Cutler LLP

April 20, 2016

Signature

Date

Gregory T. Pealer, Senior Paralegal

Total number of pages including cover sheet, attachments, and document: **6**

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 20th day of April, 2016, City Gear, LLC, a Tennessee limited liability company ("*Debtor*") with its principal place of business and mailing address at 4841 Summer Avenue, Memphis, Tennessee 38122, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, as administrative agent (in such capacity, together with its successors and permitted assigns, the "*Agent*") for the lenders under the Credit Agreement as defined below (collectively, the "*Lenders*") a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as defined and set out in that certain Amended and Restated Credit Agreement dated as of April 20, 2016 by and among the Debtor, the Agent, and the other Lenders party thereto, as the same may be amended, restated, supplemented, or otherwise modified from time to time (the "*Credit Agreement*"). This Trademark Collateral Agreement (the "*Agreement*") supplements and is in addition to the Trademark Collateral Agreement entered into between the Debtor and Fifth Third on September 18th, 2013 (the "*2013 TCA*") in connection with the Second Amendment to a Prior Credit Agreement between the Debtor and Fifth Third dated as of June 28, 2012; provided, however, Schedule A to the *2013 TCA* is hereby amended to delete the marks CITY GEAR (not yet registered; Ser. No. 85/668,393; filed on 7/3/2012) and GRINDHOUSE DENIM (not yet registered; Ser. No 85/974,632; filed on 7/1/2013). Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a statement of use pursuant to 15 U.S.C. §1051 (c) or (d) (a "*Statement of Use*") having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Applications are pending without a Statement of Use having been filed and accepted, then this Agreement shall operate only to create a security interest for collateral

purposes in favor of the Agent on such Intent-to-Use Applications as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office with respect to any such Intent-to-Use Applications, then such application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent pursuant to this Agreement (and pursuant to the 2013 TCA) with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are granted in conjunction with the security interests granted to the Agent pursuant to the Credit Agreement and other Loan Documents. The Debtor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest made and granted hereby (and by the 2013 TCA) are more fully set forth in the Credit Agreement and other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

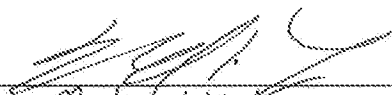
This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Tennessee.

[Signature Page to Follow]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CITY GEAR, LLC, a Tennessee limited liability company

By 
Name Michael E. Longo
Title President

[Signature Page to Trademark Collateral Agreement]

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, an Ohio banking
corporation, as Administrative Agent

By 

Name Garland F. Robeson IV

Title Vice President

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 005775 FRAME: 0199

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

FEDERAL REGISTERED TRADEMARKS

DEBTOR	MARKS	REG. No.	GRANTED
CITY GEAR, LLC	CITY GEAR	4,675,462	1/20/2015
CITY GEAR, LLC	CITY G.E.A.R [(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS] Color is not claimed as a feature of the mark. The mark consists of an oval dissected in the middle where the word "city" appears in the top half and the letters "G.E.A.R." appear in the bottom half.	4,413,864	10/8/2013
CITY GEAR, LLC	CITY G.E.A.R [(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS] The color(s) white, black and red is/are claimed as a feature of the mark. The mark consists of an oval, with the top half having a black background with the word "city" in white with a red dot over the "i", and the bottom half having a white background with the letters "G.E.A.R" in red.	4,398,655	9/10/2013

PENDING FEDERAL REGISTERED TRADEMARKS

DEBTOR	MARK	SERIAL No.	FILED
CITY GEAR, LLC	GRINDHOUSE	86/568560	Final Office action issued on 10/20/15.
CITY GEAR, LLC	GRINDHOUSE DENIM	86/568545	Final office action issued on 10/20/15