

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boxercraft Incorporated		04/08/2016	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Trade Capital Services, Inc.		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3421602	ATLANTIC AFGHANS	
Registration Number:	3421603	ATLANTIC AFGHANS	
Registration Number:	4713639	B*SPORT	
Registration Number:	4713640	B*SPORT BY BOXERCRAFT	
Registration Number:	4597958	BITTY BOXER	
Registration Number:	4374374	BOXER REBELLION	
Registration Number:	3479785	BOXERCRAFT	
Registration Number:	4073535	BOXERCRAFT AMERICA'S #1 SPIRITWEAR SOURC	
Registration Number:	4104583	BOXERCRAFT EXCLUSIVE APPAREL FOR STUDENT	
Registration Number:	3310652	BOXERCRAFT GIRL	
Registration Number:	4174596	BRING COMFORT TO YOUR COMMUNITY	
Registration Number:	3575862	FOREVER FABULOUS	
Registration Number:	2106279	JONES & MITCHELL	
Registration Number:	3716691		
Registration Number:	3479788		
Registration Number:	3425482	T.S. OUTFITTERS	
Registration Number:	3351489	TS OUTFITTERS	
Registration Number:	4585289	WHAT YOU'D RATHER BE WEARING	
Registration Number:	4487238	WHAT YOU'D RATHER BE WEARING	

OP \$515.00 3421602

Property Type	Number	Word Mark
Registration Number:	3901685	PLAYING THE FIELD

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

Address Line 2: CT Lien Solutions

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER:	Susan O'Brien
SIGNATURE:	/Michael Barys/
DATE SIGNED:	05/03/2016

Total Attachments: 19

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made as of this 8th day of April 2016, between **BOXERCRAFT INCORPORATED** ("Grantor"), having its chief executive office at 7131 Discovery Blvd, Mableton, GA 30126, and **WELLS FARGO TRADE CAPITAL SERVICES, INC.** ("Factor"), having a place of business at 100 Park Avenue, New York, New York 10017.

WITNESSETH:

WHEREAS, Factor has entered or is about to enter into certain financing arrangements with Grantor, Intradeco Apparel, Inc. ("Intradeco"), Hilcasa USA, LLC ("Hilcasa"), and New Generation Investments LLC ("NGI", and together with Grantor, Intradeco, and Hilcasa, individually and collectively, jointly and severally, "Client") pursuant to that certain (i) Factoring Agreement, dated as of April 26, 2006 (as amended or modified from time to time, the "April 2006 Factoring Agreement"), and (ii) Factoring Agreement, dated as of July 17, 2006 (as amended or modified from time to time, the "July 2006 Factoring Agreement", and together with the April 2006 Factoring Agreement, collectively, the "Factoring Agreements"), pursuant to which Factor may purchase accounts and may make loans and advances and provide other financial accommodations to Client, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Factoring Agreements, and all other agreements, documents, and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, as the same now exist or as may be amended, restated, renewed, extended, supplemented, substituted or otherwise modified from time to time, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, pursuant to that certain Amendment and Joinder to Factoring Agreements, dated as of the date hereof, by and among Grantor, Intradeco, Hilcasa, NGI, and Factor, Grantor has become a client under the Factoring Agreements.

WHEREAS, in order to induce Factor to enter into the Factoring Agreements and the other Financing Agreements and to purchase accounts and make loans and advances and provide other financial accommodations to Client pursuant thereto, Grantor has agreed to grant to Factor certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Factoring Agreements.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Grantor hereby grants to Factor, for itself and its

affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Grantor in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Grantor, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Factor's rights under the Financing Agreements. Notwithstanding anything set forth herein to the contrary, the Collateral shall not include, and no assignment shall be made with respect to, any Trademark License or similar licenses to the extent the related license agreement between Grantor and the licensor prohibits such assignment or security interest.

3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Factor pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or any other agreement or by operation of law, now or hereafter owing by Grantor to Factor or to any affiliate of Factor. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future clients of Factor, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Grantor's account under the Factoring Agreements, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Grantor as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Grantor hereby represents, warrants and covenants with and to Factor the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Factor to Grantor under the Financing Agreements:

(a) Grantor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Trademark registrations owned by Grantor forming part of the Collateral are subsisting and in full force and effect, and, except as set forth in Schedule 4(b) attached hereto, Grantor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Grantor shall, at Grantor's sole expense, perform all acts and execute all documents reasonably necessary or, in Factor's reasonable discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral subsisting and in full force and effect, including the filing of any renewal affidavits and applications, unless otherwise required, or not permitted or valid, under applicable law and except as may be determined by Grantor not to be worthwhile, necessary, advisable or in the best interests of Grantor and/or its business in Grantor's reasonable business judgment with respect to the applicable Trademarks. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3I below; and (iii) the security interests previously granted by Grantor with respect to the Collateral listed in Schedule 4(b), for which Grantor shall cause to be delivered to Factor releases by the applicable secured parties upon execution and delivery of this Agreement.

(c) Grantor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral (other than in the ordinary course of conducting its business), or otherwise dispose of any of the Collateral, in each case without the prior written consent of Factor, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Factor to any such action, except as such action is expressly permitted hereunder.

(d) Grantor shall, at Grantor's sole expense, promptly perform all acts and execute all documents reasonably requested at any time by Factor to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Grantor hereby authorizes Factor to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Factor or as otherwise determined by Factor. Grantor further authorizes Factor to have this Agreement or a short-form grant of security interest referring and subject to this Agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Grantor does not own any registrations or pending applications for any Trademarks in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Grantor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Factor five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral

pursuant to Factor's exercise of the rights and remedies granted to Factor hereunder upon the occurrence of an Event of Default.

(g) Upon the occurrence of an Event of Default, Factor may, in its sole and absolute discretion, pay any amount or do any act which Grantor fails to pay or do as required hereunder or as requested by Factor to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Grantor shall be liable to Factor for any such payment, which payment shall be deemed an advance by Factor to Grantor, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Grantor to Factor set forth in the Factoring Agreements and shall be part of the Obligations secured hereby.

(h) If, after the date hereof, Grantor shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Grantor shall provide to Factor a report listing any such new Trademark registrations or applications and any material legal claims asserted by or against Grantor relating to the Trademarks on an annual basis. Upon the request of Factor, Grantor shall promptly execute and deliver to Factor any and all agreements, instruments, documents and such other papers as may be reasonably requested by Factor to evidence the security interests in and conditional assignment of such Trademark in favor of Factor.

(i) Grantor has not abandoned any of the Trademarks and Grantor shall not knowingly do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable, unless otherwise required, or not permitted or valid, under applicable law and except as may be determined by Grantor not to be worthwhile, necessary, advisable or in the best interests of Grantor and/or its business in Grantor's reasonable business judgment with respect to the applicable Trademarks. The above-stated obligations shall not be deemed to require that Grantor use or enforce a Trademark to prevent a registration for such Trademark from becoming canceled, abandoned or otherwise unenforceable or vulnerable to cancellation, invalidation or enforceability in connection with goods or services and/or in a country with respect to which the Grantor does not currently use such Trademark (whether directly or through a licensee) and does not plan to use such Trademark in the future. Schedule 4(i) sets forth a list of legal proceedings involving the Trademarks pending as of the date of this Agreement. Grantor shall notify Factor promptly if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted which is not already listed in Schedule 4(i).

(j) Grantor shall render any assistance, as Factor shall reasonably determine is necessary or advisable, to Factor in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Grantor's exclusive property and to protect Factor's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings, unless otherwise required, or not permitted or valid, under applicable law and except as may be determined by Grantor not to be worthwhile, necessary, advisable or in the best interests of Grantor and/or its business in Grantor's reasonable business judgment with respect to the applicable Trademarks.

(k) Except as set forth in Schedule 4(k) attached hereto, no infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Factor, including the validity, priority or perfection of the security interest granted herein or the remedies of Factor hereunder. Except as set forth in Schedule 4(k) attached hereto, there has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Grantor shall promptly notify Factor if Grantor (or any affiliate thereof) learns of any other act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Factor, Grantor, at Grantor's sole expense, shall join with Factor in such action as Factor may reasonably deem advisable for the protection of Factor's interest in and to any or all of the Trademarks, unless otherwise required, or not permitted or valid, under applicable law.

(l) Grantor assumes all responsibility and liability arising from the use of the Trademarks and Grantor hereby indemnifies and holds Factor harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Grantor (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Grantor (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Factoring Agreements.

(m) Grantor shall promptly pay Factor for any and all expenditures made by Factor pursuant to the provisions of this Agreement for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, and reasonable collection charges, travel expenses and attorneys' fees and legal expenses. Such expenditures shall be payable in the same manner as set forth in Section 6.1 of the Factoring Agreements and shall be part of the Obligations secured hereby.

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Factor, whether provided under this Agreement, the Factoring Agreements, the other Financing Agreements, applicable law or otherwise, Factor shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor except as such notice or consent is expressly provided for hereunder:

(a) Factor may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Factor by Grantor or any affiliate of Grantor or for such other reason as Factor may determine.

(b) Factor may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Factor shall in its sole and absolute discretion deem appropriate, provided that such licenses do not violate Grantor's obligations under, or otherwise conflict with the rights of existing licensees under other licenses previously granted to third parties by Grantor, and provided further with respect to any Collateral that is owned by a third party and licensed to Grantor, that such license grant by Factor is permitted under the terms of the applicable license agreement between Grantor and such third party licensor, and any required consent from the applicable third party licensor is obtained in writing prior to granting of such license by Factor. Subject to the foregoing provisions, such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-

exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Factor may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Grantor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Grantor of any proposed disposition shall be deemed reasonable notice thereof and Grantor waives any other notice with respect thereto. Factor shall have the power to buy the Collateral or any part thereof, and Factor shall also have the power to execute assurances and perform all other acts which Factor may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Factor may at any time execute and deliver on behalf of Grantor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantor agrees to pay Factor on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Grantor agrees that Factor has no obligation to preserve rights to the Trademarks against any other parties.

(e) Factor may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Factor. Thereafter, Factor may apply any remaining proceeds to such of the Obligations as Factor may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Grantor shall remain liable for any such deficiency and shall pay Factor on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Grantor to Factor set forth in the Factoring Agreements.

(f) Grantor shall supply to Factor or to Factor's designee, Grantor's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Factor to take any such action at any time. All of Factor's rights and remedies, whether provided under this Agreement, the Factoring Agreements, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Grantor and Factor expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Grantor and Factor irrevocably waive all claims, obligations and defenses that Grantor or Factor, as applicable, may have regarding such court's personal

or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Factor to bring proceedings against Grantor in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) FACTOR AND GRANTOR DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Grantor waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Factor shall not have any liability to Grantor (whether in tort, contract, equity or otherwise) for losses suffered by Grantor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Factor that the losses were the result of Factor's acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Factor shall have the right to assign this Agreement; Grantor shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Factor and Grantor and their respective successors and assigns.

(d) No failure or delay by Factor in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Factor's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Factor may have. No waiver by Factor will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Grantor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Factor have executed this Agreement as of the day and year first above written.

BOXERCRAFT INCORPORATED

By: _____
Name: *Mary A. Fass*
Title: *GARY A. FASS*
CFO

Address: 7131 Discovery Blvd
Mableton, Georgia 30126

WELLS FARGO TRADE CAPITAL SERVICES, INC.

By: _____
Name: _____
Title: Authorized Signatory

Address: 100 Park Avenue
New York, New York 10017

[Trademark Collateral Assignment and Security Agreement]

IN WITNESS WHEREOF, Grantor and Factor have executed this Agreement as of the day and year first above written.

BOXERCRAFT INCORPORATED

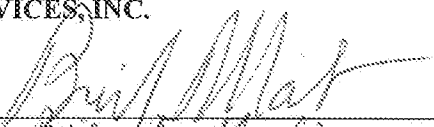
By: _____

Name:

Title:

Address: 7131 Discovery Blvd
Mableton, Georgia 30126

**WELLS FARGO TRADE CAPITAL
SERVICES, INC.**

By:  _____

Name: *Brian J. Martin*

Title: Authorized Signatory

Address: 100 Park Avenue
New York, New York 10017

[Trademark Collateral Assignment and Security Agreement]

TRADEMARK
REEL: 005784 FRAME: 0391

STATE OF Florida
COUNTY OF Miami-Dade) ss.:

On the 7 day of April in the year 2016, before me, the undersigned, personally appeared Gary RWD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



[Signature]
Notary Public

STATE OF NEW YORK
COUNTY OF NEW YORK) ss.:

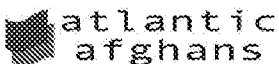




On the ____ day of _____ in the year 2016, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

[Trademark Collateral Assignment and Security Agreement]

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

Mark	Reg. No.
ATLANTIC AFGHANS	3,421,602
 atlantic afghans	3,421,603
B*SPORT	4,713,639
B*SPORT BY BOXERCRAFT	4,713,640
BITTY BOXER	4,597,958
BOXER REBELLION	4,374,374
BOXERCRAFT	3,479,785
BOXERCRAFT AMERICA'S #1 SPIRITWEAR SOURCE	4,073,535
BOXERCRAFT EXCLUSIVE APPAREL FOR STUDENT BODIES	4,104,583
	3,310,652
BRING COMFORT TO YOUR COMMUNITY	4,174,596
FOREVER FABULOUS	3,575,862
JONES & MITCHELL	2,106,279
	3,716,691
	3,479,788
PLAYING THE FIELD	3,901,685
T.S. OUTFITTERS	3,425,482
	3,351,489
WHAT YOU'D RATHER BE WEARING	4,585,289
WHAT YOU'D RATHER BE WEARING	4,487,238

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK LICENSES

1. Letter Agreement, dated as of July 18, 2013, between Boxercraft Incorporated and Ares Sportswear for the license of the right to use and control www.tsoutfitters.com.

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____ in the year 2016, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE 4(b)

None.

SCHEDULE 4(i)

None.

SCHEDULE 4(k)

None.

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