

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Poly-Technical Solutions LTD.		05/02/2016	Limited Company: HONG KONG
RECEIVING PARTY DATA			
Name:	Gildan Activewear SRL		
Street Address:	Newton		
City:	Christ Church		
State/Country:	BARBADOS		
Postal Code:	B17047		
Entity Type:	Sociedad De Responsabilidad Limitada: BARBADOS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86762875	ODOR GUARD	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chris R. Andersen		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	NRFC - GILDAN/PTS		
NAME OF SUBMITTER:	Chris Andersen		
SIGNATURE:	/chris andersen/		
DATE SIGNED:	05/04/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement") is made as of this 2nd day of May, 2016 by and between Poly-Technical Solutions Ltd., having a principal place of business at Room 106, 1/F., Tern Center Tower 2, 251 Queens Road Central, Hong Kong ("Grantor") and Gildan Activewear SRL, having a principal place of business in Newton, Christ Church, Barbados BB17047 (together with one or more of its subsidiaries and affiliates, "Gildan").

WHEREAS, pursuant to a Term Sheet dated as of April 25, 2016, between Grantor and Gildan (the "Term Sheet"), Gildan is willing to make certain monetary advances available to Grantor on the terms and conditions set forth therein (the "Advance Upfront Payment").

WHEREAS, as conditions precedent to the making of the Advance Upfront Payment by Gildan pursuant to the terms of the Term Sheet that Grantor (a) grant Gildan a security interest in the Trademark Collateral (as hereinafter defined) as security for the Advance Upfront Payment and (b) execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Term Sheet.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Gildan a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"):

- (a) the trademark application referred to on Schedule I hereto (the "Subject Trademark");
- (b) all reissues, continuations or extensions of the Subject Trademark;
- (c) all goodwill of the business connected with the use of, and symbolized by, the Subject Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any the Subject Trademark or (ii) injury to the goodwill associated with the Subject Trademark.

3. REMEDIES UPON DEFAULT. Upon the occurrence of an Event of Default, Gildan may exercise any right or remedy that it may have under the Term Sheet or otherwise available to it at law or equity, without notice to Grantor except as may be required by law.

4. TERM SHEET. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Gildan pursuant to the Term Sheet. Grantor hereby acknowledges and affirms that the rights and remedies of Gildan with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Term Sheet, the terms and provisions of which are incorporated by reference herein.

5. RECORDATION. Grantor authorizes Gildan to cause this Trademark Security Agreement to be recorded with the United States Patent and Trademark Offices.

6. SUCCESSORS AND ASSIGNS. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. GOVERNING LAW. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


8. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

POLY-TECHNICAL SOLUTIONS LTD.

By: 
Name: Wayne Krause
Title: President

WJK

ACCEPTED AND ACKNOWLEDGED BY:

GILDAN ACTIVEWEAR SRL

By: 

Name: Michael R. Hoffman

Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	SERIAL NUMBER	STATUS	APPLICATION DATE
ODOR GUARD	86/762875	[]	NA

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