

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384466

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JADE SWIMWEAR, LP		05/06/2016	Limited Partnership: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLUB CAPITAL LLC, as Administrative Agent		
<b>Street Address:</b>	666 Fifth Avenue, 18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87013082		
<b>Serial Number:</b>	87013016	RELIANCE	
<b>Serial Number:</b>	87012958	BELLAS	
<b>Serial Number:</b>	87012930	TITANIUM	
<b>Serial Number:</b>	87012850	LIVE IN WATER	
<b>Registration Number:</b>	3198851	DOLFIN	
<b>Registration Number:</b>	3515860	UGLIES	
<b>Registration Number:</b>	3473092	BOGGLES	
<b>Registration Number:</b>	2790863	OCEAN	
<b>Registration Number:</b>	1886644	AQUA SHAPE	
<b>Registration Number:</b>	1024723	DOLFIN	
<b>Registration Number:</b>	1188745	DOLFIN	
<b>Registration Number:</b>	1187744	DOLFIN	
<b>Registration Number:</b>	0985060	OCEAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>			

OP \$365.00 87013082

**Phone:** 312-863-7198  
**Email:** nancy.brougher@goldbergkohn.com  
**Correspondent Name:** Nancy Brougher, Paralegal  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 East Monroe Street, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6483.087
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<b>NAME OF SUBMITTER:</b>	Nancy Brougher
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<b>SIGNATURE:</b>	/njb/
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<b>DATE SIGNED:</b>	05/16/2016
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 6, 2016, by and between JADE SWIMWEAR, LP, a Pennsylvania limited partnership (the "Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 20, 2015 by and among Elite Sportswear, L.P., a Delaware limited partnership ("Borrower"), the other Loan Parties party thereto from time to time, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans, from time to time, to the Borrower;

WHEREAS, pursuant to that certain Security Agreement dated as of March 20, 2015 by and among Borrower, the other Loan Parties party thereto from time to time and Administrative Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all respective Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests

granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.


5. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

*[Signature Pages Follow]*

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

Upon consummation of the Jade Acquisition:

JADE SWIMWEAR, LP, a Pennsylvania limited partnership

By:   
Name: Bradley J. Roberts  
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**GOLUB CAPITAL LLC,**  
as Administrative Agent

By: 

Name: Robert Tuchscherer

Title: Managing Director

# Schedule A

## Trademarks

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
None (Design only)	87013082	Pending – Application filed 04/25/16	NA	NA
RELIANCE	87013016	Pending – Application filed 04/25/16	NA	NA
BELLAS	87012958	Pending – Application filed 04/25/16	NA	NA
TITANIUM	87012930	Pending – Application filed 04/25/16	NA	NA
LIVE IN WATER	87012850	Pending – Application filed 04/25/16	NA	NA
DOLFIN	78842341	Registered	3198851	01/16/07
UGLIES	77420666	Registered	3515860	10/14/08
BOGGLES	77116811	Registered	3473092	07/22/08
OCEAN	76479293	Registered	2790863	12/09/03
AQUA SHAPE	74295416	Registered	1886644	03/28/95
DOLFIN	73008458	Registered	1024723	11/11/75
DOLFIN	73286193	Registered	1188745	02/02/82
DOLFIN	73175107	Registered	1187744	01/26/82
OCEAN	72450059	Registered	0985060	05/28/74