

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398096

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BADGER SPORTSWEAR, INC.		09/09/2016	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL, LP		
<b>Street Address:</b>	500 West Monroe Street		
<b>Internal Address:</b>	17th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4818978	TIE DRI	
<b>Registration Number:</b>	4573215	C2 SPORT	
<b>Registration Number:</b>	4573216	C2 SPORT	
<b>Registration Number:</b>	4015645	B BADGER SPORT	
<b>Registration Number:</b>	4016083	BADGER SPORT	
<b>Registration Number:</b>	4130532	BADGER	
<b>Registration Number:</b>	4012236	B	
<b>Registration Number:</b>	4016084	BADGER CUSTOM	
<b>Registration Number:</b>	4016085	BADGER OUTDOOR	
<b>Registration Number:</b>	4075360	BADGER FORCE	
<b>Registration Number:</b>	4151354	WESTERN FORCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>			
<b>Phone:</b>	212.310.8418		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Steven LePorin		

CH \$290.00 4818978

TRADEMARK

**Address Line 1:** Weil, Gotshal & Manges LLP  
**Address Line 2:** 767 Fifth Avenue  
**Address Line 4:** New York, NEW YORK 10153

**ATTORNEY DOCKET NUMBER:** Steven Leporin 15570.0014

**NAME OF SUBMITTER:** STEVEN LEPORIN

**SIGNATURE:** /STEVEN LEPORIN/

**DATE SIGNED:** 09/09/2016

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of September 9, 2016, (this “Agreement”), among Badger Sportswear, Inc., a North Carolina corporation (the “Grantor”) and Antares Capital LP (“Antares”), as collateral agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the First Lien Credit Agreement).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of September 9, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among Badger Sportswear Acquisition, Inc., a Delaware corporation, the other Grantors (as defined therein) party thereto and the Administrative Agent. The Lenders (as defined in the First Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “Trademark Collateral”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BADGER SPORTSWEAR, INC.,  
*as Grantor*

By:   
Name: Joseph M. Scharfenberger Jr.  
Title: Secretary

ANTARES CAPITAL, LP,  
as Administrative Agent

By: Steve Rubinstein

Name: Steven Rubinstein

Title: Duly Authorized Signatory

**SCHEDULE I**

<b>Registered Owner</b>	<b>Registration Number / Date</b>	<b>Trademark</b>
Badger Sportswear, Inc.	4,818,978 / September 22, 2015	TIE DRI
Badger Sportswear, Inc.	4,573,215 / July 22, 2014	
Badger Sportswear, Inc.	4,573,216 / July 22, 2014	C2 SPORT
Badger Sportswear, Inc.	4,015,645 / August 23, 2011	
Badger Sportswear, Inc.	4,016,083 / August 23, 2011	BADGER SPORT
Badger Sportswear, Inc.	4,130,532 / April 24, 2012	BADGER
Badger Sportswear, Inc.	4,012,236 / August 16, 2011	“Stylized B” 
Badger Sportswear, Inc.	4,016,084 / August 23, 2011	BADGER CUSTOM
Badger Sportswear, Inc.	4,016,085 / August 23, 2011	BADGER OUTDOOR
Badger Sportswear, Inc.	4,075,360 / December 20, 2011	BADGER FORCE
Badger Sportswear, Inc.	4,151,354 / May 29, 2012	WESTERN FORCE