

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forman Mills, Inc.		10/04/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Agent		
Street Address:	311 S. Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3050802	3 PERCENT	
Registration Number:	3117794	3 PERCENT	
Registration Number:	3615128	F M	
Registration Number:	1823412	FORMAN MILLS	
Registration Number:	2810660	FORMAN MILLS	
Registration Number:	3265627	GRAND POOBAH	
Registration Number:	3248016	P	
Registration Number:	2801424	POOBAH	
Registration Number:	2886305	POOBAH	
Registration Number:	3057054	PROZ WEAR	
Registration Number:	3307923	PROZ WEAR	
Registration Number:	3248019	P PROZ WEAR	
Registration Number:	2919481	THAT'S A LIE!	
Registration Number:	2729916	THAT'S A LIE! FORMAN MILLS	
Registration Number:	3313405	WE'VE GOT THE LOOK	
Registration Number:	4913949	3 PERCENT	
Registration Number:	4275856	3 PERCENT	
Registration Number:	4913952	3%	
Serial Number:	86080487	GRAND IMPERIAL POOBAH	

OP \$565.00 3050802

Property Type	Number	Word Mark
Registration Number:	4846654	F M
Registration Number:	4768010	3 PERCENT
Registration Number:	4642055	3%

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.

Phone: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn, Ltd. 55 E. Monroe
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7537.011
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	10/05/2016

Total Attachments: 17
source=9. Intellectual_Property_Agreement#page1.tif
source=9. Intellectual_Property_Agreement#page2.tif
source=9. Intellectual_Property_Agreement#page3.tif
source=9. Intellectual_Property_Agreement#page4.tif
source=9. Intellectual_Property_Agreement#page5.tif
source=9. Intellectual_Property_Agreement#page6.tif
source=9. Intellectual_Property_Agreement#page7.tif
source=9. Intellectual_Property_Agreement#page8.tif
source=9. Intellectual_Property_Agreement#page9.tif
source=9. Intellectual_Property_Agreement#page10.tif
source=9. Intellectual_Property_Agreement#page11.tif
source=9. Intellectual_Property_Agreement#page12.tif
source=9. Intellectual_Property_Agreement#page13.tif
source=9. Intellectual_Property_Agreement#page14.tif
source=9. Intellectual_Property_Agreement#page15.tif
source=9. Intellectual_Property_Agreement#page16.tif
source=9. Intellectual_Property_Agreement#page17.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 4th day of October, 2016, by and among:

FORMAN MILLS, INC., a Pennsylvania corporation (hereinafter, each a "Grantor" and collectively the "Grantors"); and

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as agent for the Credit Parties (as defined the Credit Agreement defined below) (in such capacity, the "Agent").

In consideration of the mutual covenants contained herein and benefits to be derived herefrom, the parties hereto agree as follows:

WITNESSETH:

Reference is made to that certain Credit Agreement dated as of October 4, 2016 (as the same may be amended, modified, supplemented or restated from time to time, the "Credit Agreement") by, among others, (i) Forman Mills, Inc., as Lead Borrower (together with the Borrowers named therein and such other Persons who become Borrowers pursuant to the terms and conditions of the Credit Agreement, collectively the "Borrowers"), (ii) the Guarantors party thereto from time to time, (iii) the Lenders named therein, and (iv) Monroe Capital Management Advisors, LLC, as Agent for the Credit Parties referred to therein. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Reference is also made to that certain Security Agreement dated as of even date herewith (as the same may be amended, modified, supplemented or restated from time to time, the "Security Agreement"), by and among others (i) the Borrowers and the Guarantors, as Grantors, and (ii) Monroe Capital Management Advisors, LLC, as Agent for the Credit Parties, pursuant to which the Grantors have granted to the Agent, for the benefit of the Credit Parties, a continuing security interest in and to the Collateral (as defined in the Security Agreement).

The Lenders have agreed to make Loans to the Borrowers for the account of the Borrowers, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement, including a covenant requiring the execution and delivery by the Grantors of this Agreement to secure the Borrowers' prompt payment and performance of the Obligations (as defined in the Credit Agreement) and the Guarantor's prompt payment and performance of the Guaranteed Obligations (as defined in the Security Agreement) (the Obligations and the Guaranteed Obligations, collectively, the "Obligations").

Accordingly, the Grantors and the Agent, on behalf of itself and each other Credit Party (and each of their respective successors and assigns) hereby agree as follows:

SECTION 1 Definitions

1.1 Generally. All references to the "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Illinois; provided, however, that if a term is

defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9, and provided further that if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral (as defined herein) or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Illinois, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. As used herein, the following terms shall have the following meanings:

(a) "Copyrights" shall mean all United States copyrights and like protections in each work of authorship or derivative work thereof of each Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the registered copyrights listed on Exhibit A annexed hereto and made a part hereof, together with all registrations and recordings thereof and all applications in connection therewith.

(b) "Copyright Licenses" shall mean all written agreements providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

(c) "Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

(d) "Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

(e) "Excluded Property" shall have the meaning assigned to such term in the Security Agreement.

(f) "Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

(g) "Intercreditor Agreement" shall have the meaning assigned to such term in the Security Agreement.

(h) "IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

(i) "Licenses" shall mean, collectively, the Copyright Licenses, the Patent Licenses and the Trademark Licenses.

(j) "Necessary Intellectual Property" shall mean any and all Intellectual Property that is necessary for the conduct of the business of the Grantors, taken as a whole, from time to time.

(k) "Obligations" has the meaning assigned to such term in the preliminary statement of this Agreement.

(l) "Patents" shall mean all United States patents and applications for patents of each Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said patents including, without limitation the patents or patent applications listed on Exhibit B annexed hereto and made a part hereof, and all right, title and interest thereto of each such Grantor, whether now owned or hereafter acquired.

(m) "Patent Licenses" shall mean all written agreements providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on Exhibit B annexed hereto and made a part hereof.

(n) "PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

(o) "Security Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

(p) "Trademarks" shall mean all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of each Grantor, whether registered or unregistered, including, without limitation, the trademark registrations and applications listed on Exhibit C annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith (but excluding any intent-to-use trademark applications, for the creation by a Grantor of a security interest therein is prohibited without the consent of a third party or by applicable Law, but only to the extent and for so long, as such third party or applicable Law validly prohibits the creation of a Lien on such property) and all goodwill of the business connected with, and symbolized by, any of the foregoing.

(q) "Trademark Licenses" shall mean all written agreements providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on Exhibit C annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2 Security Interest

2.1 In furtherance and as confirmation of the security interest granted by the Grantors to the Agent (for the benefit of the Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby ratifies such security interest and grants to the Agent (for the benefit of the Credit Parties) a continuing security interest, with a power of sale in accordance with the Security Agreement (which power of sale shall be exercisable only during the continuance of an Event of

Default), in all of the present and future right, title and interest of the Grantors in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property, in each case, other than Excluded Property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantors and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (h) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

SECTION 3 Protection of Intellectual Property by Grantors

Except as set forth below in this Section 3, the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "Intellectual Property"):

3.1 Except in each case as otherwise permitted in the Credit Agreement, pay all renewal fees and other fees and costs associated with maintaining the Necessary Intellectual Property and with the processing of Necessary Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Necessary Intellectual Property in the United States.

3.2 Except as otherwise permitted under the Credit Agreement, take all actions reasonably necessary to prevent any of the Necessary Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

3.3 At the Grantors' sole cost, expense, and risk, use commercially reasonable efforts in processing and prosecution of each application for issuance or registration of Necessary Intellectual Property. Notwithstanding the foregoing, or anything in this Agreement or any other Loan Document to the contrary, no Grantor will be required to deliver any agreement,

instrument, document or paper or to take any action with respect to any Necessary Intellectual Property existing under the laws of any foreign jurisdiction to create or perfect a Lien or evidence or perfect the Agent's security interest in such Intellectual Property and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby.

3.4 At the Grantors' sole cost, expense, and risk, take any and all actions which the Grantors reasonably deem appropriate under the circumstances to protect the Necessary Intellectual Property from infringement, misappropriation or dilution, including, without limitation, to the extent such Grantor reasonably deems appropriate in the exercise of its good faith business judgment, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated, or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

SECTION 4 Grantors' Representations and Warranties

The Grantors represent and warrant that:

4.1 Exhibit A is a true, correct and complete list of all registered Copyrights and material Copyright Licenses owned by the Grantors as of the date hereof.

4.2 Exhibit B is a true, correct and complete list of all registered and pending applications for Patents, and all material Patent Licenses owned by the Grantors as of the date hereof.

4.3 Exhibit C is a true, correct and complete list of all registered and pending applications for Trademarks and material Trademark Licenses owned by the Grantors as of the date hereof.

4.4 Except as set forth on Schedule 4.4, none of the Intellectual Property set forth on such exhibits is the subject of any licensing (excluding any non-exclusive outbound licenses) or franchise agreement pursuant to which any Grantor is the licensor or franchisor as of the date hereof.

4.5 All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances, Liens in favor of the ABL Agent and Liens in favor of the Agent.

4.6 Each Grantor owns all Trademarks, Copyrights, Patents and Intellectual Property or has Licenses to use Intellectual Property material to its business, except for those which the failure to own or license could not reasonably be expected to result in a Material Adverse Effect, and the use thereof by the Grantor does not infringe upon the rights of any other Person, except

for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. To the knowledge of the Grantors, the use by the Grantors of the Intellectual Property does not infringe the rights of any Person, except for such infringements that would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Grantors, no holding, decision or judgment has been rendered by any Governmental Authority which would limit or cancel any Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

4.7 The Grantors shall give the Agent written notice (with reasonable detail), concurrently with the delivery of its annual financial statements under Section 6.01(a) and the delivery of its quarterly financial statements under Section 6.01(b) of the Credit Agreement, following the occurrence of any of the following:

(a) The Grantors' obtaining the registration of or filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(b) The Grantors' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(c) The Grantors' knowing that any application or registration relating to any Necessary Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any opposition or cancellation proceeding in the PTO, the Copyright Office or any court or tribunal against Grantors) regarding the Grantors' ownership of, or the validity of, any Necessary Intellectual Property or the Grantors' right to register the same or to own and maintain the same.

SECTION 5 Agreement Applies to Future Intellectual Property

5.1 The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4.7, above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Such Grantor shall deliver an updated Exhibit A, B, and/or C, as applicable, to this Agreement to the Agent together with any notices given under Section 4.7(a) and hereby authorizes the Agent to file, at such Grantor's expense, such updated Exhibit as set forth in Section 5.2.

5.2 Upon the reasonable request of the Agent, the Grantors shall execute and deliver, and record or have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Agent's security interest in any Copyright, Patent or Trademark owned by such Grantor (including, without limitation, filings with the PTO, The Copyright Office or any similar office), and the Grantors hereby constitute the Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such

attorney being hereby ratified and confirmed; *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6 Grantors' Right to Enforce Intellectual Property

The Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, *provided, however*, during the continuance of any Event of Default, the Agent, by prior written notice to the Grantors (i) may terminate or limit the Grantors' rights under this Section 6; and (ii) may (but shall not be required to) itself take such action in the name of the Grantors.

SECTION 7 Agent's Actions To Protect Intellectual Property

In the event of the occurrence and continuance of any Event of Default, the Agent, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Agent's own right in connection therewith.

SECTION 8 Rights Upon Default

Upon the occurrence and during the continuance of any Event of Default, in addition to all other rights and remedies of the Agent set forth in the other Loan Documents, the Agent shall be entitled to exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of Illinois, with respect to the Intellectual Property, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property in any manner, in whole or in part, as the Agent may determine from time to time in its discretion. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and is continuing and that the Agent is authorized to exercise such rights and remedies.

SECTION 9 Agent As Attorney In Fact

9.1 The Grantors hereby irrevocably constitute and designate the Agent, and any officer or agent of the Agent as the Agent may select in its sole discretion, as and for the Grantors' attorney in fact, with full power of substitution and with the power to endorse each such Grantor's name, exercisable following the occurrence and during the continuance of an Event of Default:

- (a) To exercise any of the rights and powers of the Agent referenced herein.
- (b) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

9.2 The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Agent.

9.3 The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9.1, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or constituted willful misconduct.

SECTION 10 Agent's Rights

Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Credit Agreement during the continuance of an Event of Default, shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11 Intent

This Agreement is being executed and delivered by the Grantors for the purpose of registering the grant of the security interest of the Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for the benefit of the Credit Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

SECTION 12 Further Assurances

Grantors will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any applicable Law, or which the Agent may reasonably request, to grant, preserve, protect or perfect the Lien created or intended to be created hereby or the validity or priority of such Lien, all at the expense of Grantors.

SECTION 13 Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

SECTION 14 Termination

14.1 This Agreement and the security interest (i) shall terminate in accordance with Section 9.5 of the Security Agreement and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment in respect of any Obligation is

rescinded or must otherwise be restored by any Credit Party upon any bankruptcy or reorganization of any Grantor or otherwise.

14.2 Upon any sale or other transfer or disposition by any Grantor of any IP Collateral (other than to another Grantor) that is permitted by the Credit Agreement, the security interest in such IP Collateral shall be automatically released. In connection with such release, the Agent shall execute and deliver to any Grantor, at such Grantor's expense, all UCC termination statements and other documents that such Grantor shall reasonably request to evidence such termination or release, provided, however, such release shall not in any manner discharge, affect, or impair the Obligations or any liens (other than those expressly being released) upon (or obligations of any Loan Party in respect of) all IP Collateral retained by any Loan Party including, without limitation, the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

SECTION 15 Intercreditor Agreement

15.1 Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Agreement and the exercise of certain rights or remedies by the Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

FORMAN MILLS, INC.

By: 

Name: Daniel Bonoff

Title: Secretary

AGENT:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC

By: 

Name: Gerry Burrows

Title: Managing Director

Exhibit A

List of Copyrights and Material Copyright Licenses

None.



Exhibit B

List of Patents and Material Patent Licenses


None.

Exhibit C

List of Trademarks and Material Trademark Licenses

<u>Owner</u>	<u>Trademark</u>	<u>Reg. No. ASN</u>	<u>Date</u>	<u>Status and Remarks</u>
Forman Mills, Inc.	3 PERCENT	3,050,802	01/24/2006	® <u>F1107/30031</u> Renewal due 01/24/2026
Forman Mills, Inc.	3 PERCENT	3,117,794	07/18/2006	® <u>F1107/30035</u> Renewal due 07/18/2026
Forman Mills, Inc.	FM STYLIZED & DESIGN 	3,615,128	05/05/2009	® <u>F1107/30044</u> Renewal due 05/05/2019
Forman Mills, Inc.	FORMAN MILLS	1,823,412	02/22/1994	® 3rd Renewal due 02/22/2024
Forman Mills, Inc.	FORMAN MILLS DESIGN 	2,810,660	02/03/2004	® Renewal due 02/03/2024
Forman Mills, Inc.	GRAND POOBAH	3,265,627	07/17/2007	® Renewal due 07/17/2017
Forman Mills, Inc.	P (MISCELLANEOUS DESIGN) 	3,248,016	05/29/2007	® <u>F1107/30040</u> Renewal due 05/29/2017
Forman Mills, Inc.	POOBAH T.D. Pecsénye, Esq.	2,801,424	12/30/2003	® Renewal due

Forman Mills, Inc.	POOBAH DESIGN 	2,886,305	09/21/2004	® Renewal due 09/21/2024	12/30/2023
Forman Mills, Inc.	T.D. Pecsénye, Esq. PROZ WEAR	3,057,054	02/07/2006	® <u>F1107/30034</u>	Renewal due 02/07/2026
Forman Mills, Inc.	PROZ WEAR	3,307,923	10/09/2007	® <u>F1107/30041</u>	Renewal due 10/09/2017
Forman Mills, Inc.	P PROZ WEAR AND DESIGN 	3,248,019	05/29/2007	® <u>F1107/30039</u>	Renewal due 05/29/2017
Forman Mills, Inc.	THAT'S A LIE! T.D. Pecsénye	2,919,481	01/18/2005	® Renewal due 01/18/2025	
Forman Mills, Inc.	THAT'S A LIE, FORMAN MILLS AND DESIGN 	2,729,916	06/24/2003	® Renewal due 06/24/2023	
Forman Mills, Inc.	WE'VE GOT THE LOOK	3,313,405	10/16/2007	® Renewal due 10/16/2017	
Forman Mills, Inc.	3 PERCENT	4,913,949	05/01/2012	<u>F1107/30045</u> Renewal due	

				03/08/2026
Forman Mills, Inc.	3 PERCENT	4,275,856	07/23/2012	<u>F1107/30047</u>
				Renewal due 01/15/2023
Forman Mills, Inc.	3%	4,913,952	03/08/2016	<u>F1107/30046</u>
				Renewal due 01/15/2023
Forman Mills, Inc.		86/080.487	12/02/13	036932-00101
	GRAND IMPERIAL POOBAH			Statement of use filed 05/25/2016
Forman Mills, Inc.	FM	4,846,654	11/03/2016	<u>F1107/30048</u>
				Renewal due 11/03/2025
Forman Mills, Inc.	<3%	4,768,010	07/07/2015	<u>F1107/30050</u>
				Renewal Due 07/07/2025
	Timothy D. Pecsénye			
Forman Mills, Inc.	FM Goods & Services	4,846,654	11/03/2015	®
				<u>F1107/30044</u>
				Renewal due 11/03/2025
Forman Mills, Inc.	3%	4,842,055	11/18/2014	<u>F1107/30049</u>
				Renewal Due 11/18/2024

Schedule 4.4
Exclusive Outbound Licenses

None.