

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402168

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VICTORY TEAM APPAREL, LLC		10/14/2016	Limited Liability Company: CALIFORNIA
ZOE MARKETING, LLC		10/14/2016	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<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

## PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
<b>Serial Number:</b>	86574894	OMNI CHEER SETTING THE STANDARD!
<b>Registration Number:</b>	4953934	OMNI CHEER SETTING THE STANDARD!
<b>Registration Number:</b>	3205670	OC OMNI CHEER
<b>Registration Number:</b>	3343159	OMNICHEER
<b>Registration Number:</b>	3292783	OMNI CHEER
<b>Registration Number:</b>	4991067	LIVE LOVE CHEER
<b>Registration Number:</b>	4810321	C CHASSÉ SPORT
<b>Registration Number:</b>	4525084	CL
<b>Registration Number:</b>	4778735	C·DRI
<b>Registration Number:</b>	4761851	BOW PRO
<b>Registration Number:</b>	4706951	
<b>Registration Number:</b>	4706950	
<b>Registration Number:</b>	4680201	
<b>Registration Number:</b>	4672762	ION ATHLETICS
<b>Registration Number:</b>	4592528	THE SOLE OF CHEER
<b>Registration Number:</b>	4537834	CHEERLIVING
<b>Registration Number:</b>	4537833	CL CHEERLIVING

OP \$1090.00 86574894

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4224338	THE FACE OF CHEER.
Registration Number:	4338865	ION CHEER
Registration Number:	4381270	CHEER SAVER
Registration Number:	4381269	CHEER POST
Registration Number:	4373753	ION CHEER
Registration Number:	4381271	CHEER EXPRESS
Registration Number:	4661184	
Registration Number:	4661183	
Registration Number:	4661182	
Registration Number:	4523262	CHEER LIVING
Registration Number:	4283104	CHEERLEADER FOR THE CAUSE
Registration Number:	4283098	CHEER FOR THE CAUSE
Registration Number:	4282797	C
Registration Number:	4201384	ZOE ATHLETICS
Registration Number:	4207725	C CHASSÉ
Registration Number:	4283774	C CHASSÉ PERFORMANCE
Registration Number:	4164167	C CHASSÉ
Registration Number:	4164166	C CHASSÉ PERFORMANCE
Registration Number:	4203695	C
Registration Number:	4293129	WE PUT THE C IN CHEERLEADING
Registration Number:	3251311	C-DRI
Registration Number:	2775620	CHASSÉ
Registration Number:	3817720	LIVE LOVE CHEER
Registration Number:	4016384	GLITTER BUG COSMETICS
Registration Number:	3817713	LOOK FOR THE TRIANGLE
Registration Number:	3351826	ZOE CHEER

**CORRESPONDENCE DATA**

**Fax Number:** 3128637806

*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:** 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

**ATTORNEY DOCKET NUMBER:** 6483.087

**NAME OF SUBMITTER:** Nancy Brougher

<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	10/17/2016
<b>Total Attachments: 6</b> source=VTA Trademark Security Agreement#page1.tif source=VTA Trademark Security Agreement#page2.tif source=VTA Trademark Security Agreement#page3.tif source=VTA Trademark Security Agreement#page4.tif source=VTA Trademark Security Agreement#page5.tif source=VTA Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of October 14, 2016, by and among VICTORY TEAM APPAREL, LLC, a California limited liability company ("Victory"), ZOE MARKETING, LLC, a California limited liability company ("Zoe"; together with Victory, collectively the "Grantors"), 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, each 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 such 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, each 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, each 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.** Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of such 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. Each 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.

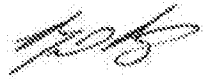
4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

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*.

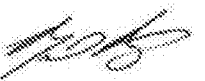
*[Signature Pages Follow]*

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

VICTORY TEAM APPAREL, LLC, a California limited liability company

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

ZOE MARKETING, LLC, a California limited liability company

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

ACCEPTED AND ACKNOWLEDGED BY:

**GOLUB CAPITAL LLC,**  
as Administrative Agent

By: \_\_\_\_\_

Name: Robert G. Tuchscherer

Title: Managing Director

**SCHEDULE A**

**TRADEMARKS**

<b>MARK</b>	<b>REGIS./ SERIAL NUMBER</b>	<b>REGIS. DATE</b>	<b>OWNER INFORMATION</b>
OMNI CHEER SETTING THE STANDARD!	86574894	03/24/15 File Date	Victory Team Apparel, LLC
OMNI CHEER SETTING THE STANDARD!	4953934	05/10/16	Victory Team Apparel, LLC
OC OMNI CHEER	3205670	02/06/07	Victory Team Apparel, LLC
OMNICHEER	3343159	11/27/07	Victory Team Apparel, LLC
OMNI CHEER	3292783	09/18/07	Victory Team Apparel, LLC
LIVE LOVE CHEER	4991067	07/05/16	Zoe Marketing, LLC
C CHASSÉ SPORT	4810321	09/08/15	Zoe Marketing, LLC
CL	4525084	05/06/14	Zoe Marketing, LLC
C DRI	4778735	07/21/15	Zoe Marketing, LLC
BOW PRO	4761851	06/23/15	Zoe Marketing, LLC
None (Design only)	4706951	03/24/15	Zoe Marketing, LLC
None (Design only)	4706950	03/24/15	Zoe Marketing, LLC
None (Design only)	4680201	01/27/15	Zoe Marketing, LLC
ION ATHLETICS	4672762	01/13/15	Zoe Marketing, LLC
THE SOLE OF CHEER	4592528	08/26/14	Zoe Marketing, LLC
CHEERLIVING	4537834	05/27/14	Zoe Marketing, LLC
CL CHEERLIVING	4537833	05/27/14	Zoe Marketing, LLC
THE FACE OF CHEER.	4224338	10/16/12	Zoe Marketing, LLC
ION CHEER	4338865	05/21/13	Zoe Marketing, LLC
CHEER SAVER	4381270	08/06/13	Zoe Marketing, LLC
CHEER POST	4381269	08/06/13	Zoe Marketing, LLC
ION CHEER	4373753	07/23/13	Zoe Marketing, LLC
CHEER EXPRESS	4381271	08/06/13	Zoe Marketing, LLC
None (Design only)	4661184	12/23/14	Zoe Marketing, LLC
None (Design only)	4661183	12/23/14	Zoe Marketing, LLC
None (Design only)	4661182	12/23/14	Zoe Marketing, LLC
CHEER LIVING	4523262	04/29/14	Zoe Marketing, LLC
CHEERLEADER FOR THE CAUSE	4283104	01/29/13	Zoe Marketing, LLC
CHEER FOR THE CAUSE	4283098	01/29/13	Zoe Marketing, LLC
C	4282797	01/29/13	Zoe Marketing, LLC



MARK	REGIS./ SERIAL NUMBER	REGIS. DATE	OWNER INFORMATION
ZOE ATHLETICS	4201384	09/04/12	Zoe Marketing, LLC
C CHASSÉ	4207725	09/11/12	Zoe Marketing, LLC
C CHASSÉ PERFORMANCE	4283774	01/29/13	Zoe Marketing, LLC
C CHASSÉ	4164167	06/26/12	Zoe Marketing, LLC
C CHASSÉ PERFORMANCE	4164166	06/26/12	Zoe Marketing, LLC
C	4203695	09/04/12	Zoe Marketing, LLC
WE PUT THE C IN CHEERLEADING	4293129	02/19/13	Zoe Marketing, LLC
C-DRI	3251311	06/12/07	Zoe Marketing, LLC
CHASSÉ	2775620	10/21/13	Zoe Marketing, LLC
LIVE LOVE CHEER	3817720	07/13/10	Zoe Marketing, LLC
GLITTER BUG COSMETICS	4016384	08/23/11	Zoe Marketing, LLC
LOOK FOR THE TRIANGLE	3817713	07/13/10	Zoe Marketing, LLC
ZOE CHEER	3351826	12/11/07	Zoe Marketing, LLC