

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403406

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AUGUSTA SPORTSWEAR, INC.		10/26/2016	Corporation: DELAWARE
BOMARK ACQUISITION CORPORATION		10/26/2016	Corporation: GEORGIA
HOLLOWAY SPORTSWEAR, INC.		10/26/2016	Corporation: DELAWARE
HIGH 5 SPORTSWEAR, INC.		10/26/2016	Corporation: WASHINGTON
BAL TOGS, INC. (f/k/a BALTOGS ACQUISITION COMPANY, INC.)		10/26/2016	Corporation: DELAWARE
DISCOUNT DANCE, LLC		10/26/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1488896	AUGUSTA SPORTSWEAR
Registration Number:	1809196	BOMARK
Registration Number:	1809195	BOMARK
Registration Number:	3217235	H HOLLOWAY
Registration Number:	3217236	H HOLLOWAY
Registration Number:	3217237	H
Registration Number:	4796124	PERFORMANCE IN ACTION
Registration Number:	4822873	CUSTOM
Registration Number:	4846610	H HOLLOWAY CUSTOM
Registration Number:	1826408	HIGH 5 SPORTSWEAR

CH \$465.00 1488896

Property Type	Number	Word Mark
Registration Number:	2655715	HIGH 5 SPORTSWEAR
Registration Number:	3538295	HIGH FIVE
Registration Number:	4643221	HIGH FIVE
Registration Number:	4068006	HIGH FIVE SPORTSWEAR
Registration Number:	1981231	BAL-TOGS
Serial Number:	87088684	
Serial Number:	86756977	HOLLOWAY SPORTSWEAR
Serial Number:	86912717	HIGH FIVE SPORTSWEAR

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: 312.577.8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-284
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	10/26/2016

Total Attachments: 6

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 26, 2016, made by AUGUSTA SPORTSWEAR, INC., a Delaware corporation having a principal place of business at 425 Park West Drive Grovetown, Georgia 30813, BOMARK ACQUISITION CORPORATION, a Georgia corporation having a principal place of business at 425 Park West Drive Grovetown, Georgia 30813, HOLLOWAY SPORTSWEAR, INC., a Delaware corporation having a principal place of business at 2633 Campbell Road, Sidney, Ohio 45365, HIGH 5 SPORTSWEAR, INC., a Washington corporation having a principal place of business at 2633 Campbell Road, Sidney, Ohio 45365 and BAL TOGS, INC., a Delaware corporation having a principal place of business at 6607 Smith Avenue, North Bergen, New Jersey 07047 (collectively, the "Grantors", and each, a "Grantor"), in favor of ANTARES CAPITAL LP, having a principal place of business at 500 West Monroe Street, Chicago, Illinois 60661, as Collateral Agent for the Secured Parties. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement (as defined below) and the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or any successor agreements, the "Credit Agreement"), among Oak Parent, Inc., a Delaware corporation (the "Parent Borrower"), Oak Guarantor, Inc., a Delaware corporation (" Holding"), certain subsidiaries of the Parent Borrower, the Lenders, the Collateral Agent, the Administrative Agent and other parties from time to time parties thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors, Holding, and certain other subsidiaries of the Parent Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) in favor of the Collateral Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, and in consideration of the receipt of

other valuable consideration (which receipt is hereby acknowledged), each Grantor agrees with the Administrative Agent and the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed opposite such Grantor's name on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers, all renewals and extensions of the foregoing, all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.


SECTION 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

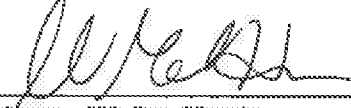
AUGUSTA SPORTSWEAR, INC.

By: 
Name: W. Pat Harris
Title: Secretary, Treasurer and Vice President,
Finance and Administration

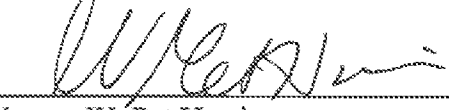
BOMARK ACQUISITION CORPORATION

By: 
Name: W. Pat Harris
Title: Secretary, Treasurer and Vice President,
Finance and Administration

HIGH 5 SPORTSWEAR, INC.

By: 
Name: W. Pat Harris
Title: Secretary, Treasurer and Vice President,
Finance and Administration

HOLLOWAY SPORTSWEAR, INC.

By: 
Name: W. Pat Harris
Title: Secretary, Treasurer and Vice President,
Finance and Administration

DISCOUNT DANCE, LLC

By: 

Name: W. Pat Harris

Title: Secretary, Treasurer and Vice President,
Finance and Administration

BAL TOGS, INC. (f/k/a BALTOGS
ACQUISITION COMPANY, INC.)

By: 

Name: W. Pat Harris

Title: Secretary, Treasurer and Vice President,
Finance and Administration

ANTARES CAPITAL LP,
as Collateral Agent

By: Steve Rubinstein

Name: Steven Rubinstein

Title: Its Duly Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENSES

Owner	Mark	Serial Number	Registration Number
Augusta Sportswear, Inc.	Augusta Sportswear	73/648,088	1,488,896
Augusta Sportswear, Inc.	A (Design)	87088684	N/A
Bomark Acquisition Corporation	Bomark	74/369,903	1,809,196
Bomark Acquisition Corporation	Bomark	74/369,832	1,809,195
Holloway Sportswear, Inc.	Holloway Sportswear, Inc.	86756977	N/A
Holloway Sportswear, Inc.	H Holloway (Design)	78/734,083	3,217,235
Holloway Sportswear, Inc.	H Holloway (Design)	78/734,093	3,217,236
Holloway Sportswear, Inc.	H (Design)	78/734,096	3,217,237
Holloway Sportswear, Inc.	PERFORMANCE IN ACTION (Design)	86/187,125	4,796,124
Holloway Sportswear, Inc.	CUSTOM+ (Design)	86/153,245	4,822,873
Holloway Sportswear, Inc.	H HOLLOWAY CUSTOM (Design)	86/110,196	4,846,610
High 5 Sportswear, Inc.	High Five Sportswear	86912717	N/A
High 5 Sportswear, Inc.	High 5 Sportswear (Design)	74/265,448	1,826,408
High 5 Sportswear, Inc.	High 5 Sportswear	76/193,196	2,655,715
High 5 Sportswear, Inc.	High Five (Design)	77/320,761	3,538,295
High 5 Sportswear, Inc.	High Five (Design)	85/575,684	4,643,221
High 5 Sportswear, Inc.	High Five Sportswear (Design)	78/595,235	4,068,006
Bal Togs, Inc. (fka Baltogs Acquisition Company, Inc.)	BAL-TOGS	74/710,028	1,981,231