

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM405253

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
It's Greek to Me, Inc.		11/09/2016	Corporation: KANSAS

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent
Street Address:	10 S. Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3729301	G
Registration Number:	4478680	FORWARDPASS
Registration Number:	4013408	G
Registration Number:	3729302	G GTM
Registration Number:	4677438	G2M
Registration Number:	4366793	GAMEDAY SUPER STORE
Registration Number:	2464939	GTM
Registration Number:	3518037	GTM
Registration Number:	4080758	GTM
Registration Number:	4898859	GTM SELECT
Registration Number:	3737640	GTM SPORTSWEAR
Registration Number:	4463246	MAKE IT PERSONAL
Registration Number:	4499202	MOTIONLITE
Registration Number:	4534960	SEQUINDOTS
Registration Number:	3929633	SPIRIT STARTS HERE
Registration Number:	3929635	SUCCESS STARTS HERE
Registration Number:	4014079	TEAMSTORE
Registration Number:	5027366	ULTRAFUSE

CH \$665.00 3729301

Property Type	Number	Word Mark
Registration Number:	3929634	VICTORY STARTS HERE
Registration Number:	4418267	WE KNOW WHAT IT TAKES TO BE A TEAM
Registration Number:	4917404	SPIRITFLEX
Registration Number:	4917405	FLEXFORM
Registration Number:	3806901	GO DIRECT. GO GTM.
Serial Number:	86504724	COZY CUFFS
Serial Number:	86504739	SPIRITFLEX LITE
Serial Number:	86504754	FLEXIBRAID

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5027

Email: jnull@stblaw.com

Correspondent Name: Marcela Robledo

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1392
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	11/11/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 9, 2016 (this “Agreement”), is made by It's Greek to Me, Inc., a Kansas corporation (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as the collateral agent (together with its successor(s) thereto in such capacity, the “Collateral Agent”) for each of the Secured Parties.

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement, dated as of April 29, 2015 and (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), among the Parent Borrower, the Lux Borrower, the Lenders, Branch Banking & Trust Company and SunTrust Bank, as the Co-Documentation Agents, Bank of America, N.A. and PNC Bank, National Association, as the Co-Syndication Agents, JPMorgan Chase Bank, N.A., as the Administrative Agent and the Collateral Agent, and J.P. Morgan Securities LLC, Barclays Bank PLC, HSBC Securities (USA) Inc. Merrill Lynch, Pierce, Fenner & Smith Incorporated and PNC Capital Markets LLC, as the Joint Lead Arrangers and Joint Bookrunners, the Lenders have extended the Loans and the credit accommodations to the Borrowers from time to time; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Second Amended and Restated Pledge and Security Agreement, dated as of August 29, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest, whether now or hereafter existing or acquired by the Grantor, in and to the following (the “Trademark Collateral”):

- (a) (i) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or

acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications (except for any such applications filed pursuant to 15 U.S.C. § 1051(b) unless and until a "Statement of Use" has been filed in respect of such application) in the United States Patent and Trademark Office, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to on Schedule I;

(b) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a);

(c) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) or for any injury to the goodwill associated with the use of any such Trademark; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Collateral Agent will, at the Grantor's sole request and expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security 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 any conflict between the terms of this

Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic) transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer, solely in such capacity and not as an individual, as of the date first above written.

IT'S GREEK TO ME, INC.
GTM RETAIL, INC.

By: 
Name: Donald F. Cook
Title: Treasurer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent


By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer, solely in such capacity and not as an individual, as of the date first above written.

IT'S GREEK TO ME, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By:  _____
Name: James A. Knight
Title: Executive Director

SCHEDULE I
to Trademark Security Agreement

Trademarks

Country	Title	Application Date	Application No.	Registration Date	Registration No.
United States	DESIGN	20-May-2008	77/479526	22-Dec-2009	3729301
United States	FORWARDPASS	01-Jun-2012	85/640710	04-Feb-2014	4478680
United States	G (STYLIZED)	29-Apr-2010	85/026679	16-Aug-2011	4013408
United States	G GTM & DESIGN	20-May-2008	77/479528	22-Dec-2009	3729302
United States	G2M	21-Nov-2013	86/125080	27-Jan-2015	4677438
United States	GAMEDAY SUPER STORE	13-Mar-2012	85/567701	16-Jul-2013	4366793
United States	GTM	16-Mar-1999	75/661257	03-Jul-2001	2464939
United States	GTM	05-Jun-2008	77/975799	14-Oct-2008	3518037
United States	GTM	29-Apr-2010	85/026675	03-Jan-2012	4080758
United States	GTM SELECT	18-Jun-2012	85/654805	09-Feb-2016	4898859
United States	GTM SPORTSWEAR	31-Mar-2008	77/436151	12-Jan-2010	3737640
United States	MAKE IT PERSONAL	07-Feb-2012	85/535584	07-Jan-2014	4463246
United States	MOTIONLITE	30-Nov-2012	85/791787	18-Mar-2014	4499202
United States	SEQUINDOTS	30-Oct-2012	85/767362	20-May-2014	4534960
United States	SPIRIT STARTS HERE	04-Nov-2009	77/865320	08-Mar-2011	3929633
United States	SUCCESS STARTS HERE	04-Nov-2009	77/865338	08-Mar-2011	3929635
United States	TEAMSTORE	29-Apr-2010	85/026668	16-Aug-2011	4014079
United States	ULTRAFUSE	03-Dec-2012	85/792726	23-Aug-2016	5027366
United States	ULTRAFUSE				
United States	VICTORY STARTS HERE	04-Nov-2009	77/865335	08-Mar-2011	3929634
United States	WE KNOW WHAT IT TAKES TO BE A TEAM	08-Mar-2013	85/871395	15-Oct-2013	4418267

Country	Mark	Status	Application No.	Application Date	Reg. No.	Reg. Date
United States	SPIRITFLEX	REGISTERED	86/504731	01/15/2015	4917404	03/15/2016
United States	FLEXFORM	REGISTERED	86/504746	01/15/2015	4917405	03/15/2016
United States	GO DIRECT. GO GTM.	REGISTERED	77/865317		3806901	
United States	SPIRITFLEX	REGISTERED	86/504731		4917404	
United States	FLEXFORM	REGISTERED	86/504746		4917405	
United States	COZY CUFFS	PENDING	86/504724			
United States	SPIRITFLEX LITE	PENDING	86/504739			
United States	FLEXIBRAID	PENDING	86/504754			

TRADEMARK

REEL: 005919 FRAME: 0569

RECORDED: 11/11/2016