

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRM SOCKS, LLC		01/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRST AMERICAN BANK		
Street Address:	1650 LOUIS AVENUE		
City:	ELK GROVE VILLAGE		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3937712	FATIGUE FIGHTER	
Registration Number:	2563121	FOXRIVER	
Registration Number:	2467800		
Registration Number:	2675302	FOXSOX	
Registration Number:	2409749		
Registration Number:	1939279		
Registration Number:	1889959	GLOMITT	
Registration Number:	1605686	GOOSE BAY	
Registration Number:	1453293	FOX RIVER	
Registration Number:	0209230	ORIGINAL ROCKFORD	
Registration Number:	0736850	THE SOCK AMERICA WEARS TO WORK!	
Registration Number:	0595219	RED HEEL	
Registration Number:	0304817		
Registration Number:	0947966	WICK DRY	
Registration Number:	0838447	WICK DRY	
Registration Number:	2600092	WICK-A-WAY	
Registration Number:	3062694	AXT	
Registration Number:	3028094	AXT ADVENTURE CROSS TRAINING	
Registration Number:	0192268	ROCKFORD	
TRADEMARK			

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CORRESPONDENCE DATA**Fax Number:** 3125774565*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:** 3125778265**Email:** kristin.brozovic@kattenlaw.com**Correspondent Name:** Kristin Brozovic C/O Katten**Address Line 1:** 525 W Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661**ATTORNEY DOCKET NUMBER:** 211422-24**NAME OF SUBMITTER:** Kristin Brozovic**SIGNATURE:** /Kristin Brozovic/**DATE SIGNED:** 01/31/2017**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2017, is made by FRM SOCKS, LLC, a Delaware limited liability company (the "**Grantor**"), in favor of FIRST AMERICAN BANK, an Illinois banking corporation (the "**Bank**").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among GREAT SOCKS, LLC, a Delaware limited liability company ("**GS**"), FRM SOCKS, LLC, a Delaware limited liability company ("**FRM**"), LWO REAL ESTATE IV, LLC, a Delaware limited liability company ("**LWO**", collectively with GS and FRM, the "**Borrowers**" and each, a "**Borrower**"), GREAT SOCKS HOLDING CO., LLC, a Delaware limited liability company ("**Holdings**"), and the Bank, the Bank has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, as a condition to the Bank's entering into the Loan Agreement and making such extensions of credit to the Borrowers, the Bank requires that the Grantor enter into this Trademark Security Agreement in order to secure the obligations and performance of the Borrowers under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Loan Agreement and make the extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Bank as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Bank, and grants to the Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Trademark Collateral**"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. 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.

For purposes of this Agreement, the term (a) "Trademarks" shall mean all rights, title and interests (and all related IP Ancillary Rights) arising under any requirement of law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith, (b) "IP Ancillary Rights" shall mean, with respect to any Trademark, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Trademark and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademark, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right and (c) "IP Licenses" shall mean all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Trademarks.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Bank has no responsibility for any prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks or IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

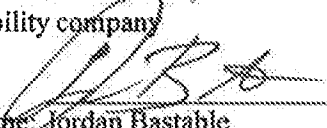
Section 6. Headings. Section headings used in this Trademark Security Agreement are for reference only and shall not affect the construction of this Trademark Security Agreement.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

FRM SOCKS, LLC, a Delaware limited liability company

By: 
Name: Jordan Bastable
Title: President

ACCEPTED AND AGREED
as of the date first above written:

FIRST AMERICAN BANK, an Illinois banking corporation,
as the Bank

By: _____
Name: _____
Title: _____

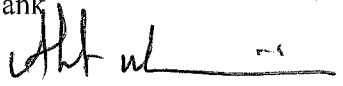
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FRM SOCKS, LLC, a Delaware limited liability company

By: _____
Name: Jordan Bastable
Title: President

ACCEPTED AND AGREED
as of the date first above written:






FIRST AMERICAN BANK, an Illinois banking corporation,
as the Bank

By:  _____
Name: Ahmet Markicic
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS:

<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Current Owner</u>
FATIGUE FIGHTER	U.S.	Registered	3937712	85094888	28-Jul-10	FRM Socks, LLC
 FoxRiver	U.S.	Registered	2563121	76070534	15-Jun-00	FRM Socks, LLC
	U.S.	Registered	2467800	76070533	10-Jul-01	FRM Socks, LLC
FOXSOX	U.S.	Registered	2675302	75425156	28-Jan-98	FRM Socks, LLC
	U.S.	Registered	2409749	75421003	21-Jan-98	FRM Socks, LLC
	U.S.	Registered	1939279	74516726	25-Apr-94	FRM Socks, LLC
GLOMITT	U.S.	Registered	1889959	74501017	15-Mar-94	FRM Socks, LLC
GOOSE BAY	U.S.	Registered	1605686	73834716	30-Oct-89	FRM Socks, LLC
FOX RIVER	U.S.	Registered	1453293	73633570	4-Dec-86	FRM Socks, LLC
	U.S.	Registered	0209230	71199294	28-Jun-24	FRM Socks, LLC
THE SOCK AMERICA WEARS TO WORK!	U.S.	Registered	0736850	72130820	27-Oct-61	FRM Socks, LLC

RED HEEL	U.S.	Registered	0595219	71653074	11-Sep-53	FRM Socks, LLC
	U.S.	Registered	0304817	71329405	8-Aug-32	FRM Socks, LLC
WICK DRY	U.S.	Registered	0947966	72405245	15-Oct-71	FRM Socks, LLC
	U.S.	Registered	0838447	72262624	16-Jan-67	FRM Socks, LLC
WICK-A-WAY	U.S.	Registered	2600092	76008092	30-Jul-02	FRM Socks, LLC
AXT	U.S.	Registered	3062694	78494799	5-Oct-04	FRM Socks, LLC
AXT ADVENTURE CROSS TRAINING	U.S.	Registered	3028094	78494810	5-Oct-04	FRM Socks, LLC
ROCKFORD	U.S.	Registered	0192268	71199293	28-Jun-24	FRM Socks, LLC

IP LICENSES:

The following trademarks are licensed to Great Socks, LLC by World Love, Inc: (i) EG Smith (mark 1) and EG Smith (mark 2)