

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422771

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HEALTHTEX APPARAEEL CORP.		03/24/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Bank USA, N.A., as Administrative Agent		
<b>Street Address:</b>	452 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5102082	HEALTHTEX	
<b>Registration Number:</b>	4723878	READY SET GROW	
<b>Registration Number:</b>	4598588	HEALTHTEX	
<b>Registration Number:</b>	2591718	KIDPROOF	
<b>Registration Number:</b>	1807653	HEALTHTEX	
<b>Serial Number:</b>	86759356	#HEALTHTEXTING	
<b>Serial Number:</b>	86703873	HEALTHTEX BABY	
<b>Serial Number:</b>	86390918	HEALTHTEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	80091442		
<i>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.</i>			
<b>Phone:</b>	614-280-3568		
<b>Email:</b>	John.Salvage@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation System		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Corenda R. Lewis		

OP \$215.00 5102082

<b>SIGNATURE:</b>	/Corenda R. Lewis/
<b>DATE SIGNED:</b>	04/06/2017
<b>Total Attachments: 4</b> source=TM2#page1.tif source=TM2#page2.tif source=TM2#page3.tif source=TM2#page4.tif	

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, Healthtex Apparel Corp., a corporation incorporated under the laws of the State of Delaware, located at 100 West 33rd Street, Suite 1012, New York 10001 (“Grantor”), has adopted, used and is using the marks shown in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor is obligated to HSBC Bank USA, National Association (“HSBC”) and various other financial institutions (collectively, “Lenders”), HSBC as Lender Representative (acting in such capacity, “Lender Representative”) and HSBC as Administrative Agent (acting in its capacity as the “collateral agent” pursuant to Section 8.1(e) of the Credit Agreement referred to below, “Administrative Agent”) pursuant to (i) a certain Credit Agreement, dated as of the date hereof, among Administrative Agent, Lender Representative, Lenders, Grantor and certain other loan parties, (ii) a certain Security Agreement, dated as of the date hereof, among Grantor, certain other loan parties, Lender Representative and Administrative Agent and (iii) a certain Trademark Collateral Security Agreement, dated as of the date hereof, by and among Grantor, certain other loan parties, Lender Representative and Administrative Agent (as each may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, collectively, the “Agreements”); and

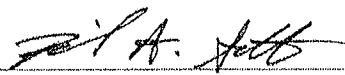
WHEREAS, pursuant to the Agreements, Grantor is granting to Administrative Agent for its benefit and for the ratable benefit of Secured Parties a first priority security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby assign unto Administrative Agent for its benefit and for the ratable benefit of the Secured Parties and grant to Administrative Agent for its benefit and for the ratable benefit of Secured Parties a first priority security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Grantor expressly acknowledges and affirms that the rights and remedies of Administrative Agent, Lender Representative and the Secured Parties with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

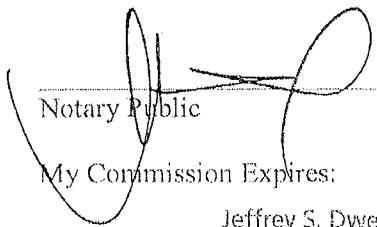
Dated: March 24, 2017

HEALTHTEX APPAREL CORP., as Grantor

By:   
Name: Richard Sutton  
Title: President and Chief Executive Officer

STATE OF NEW YORK    )  
                                  )    ss:  
COUNTY OF NEW YORK )

On the 16 day of March, 2017, before me personally came Richard Sutton to me known, who being by me duly sworn, did depose and say he is the President and Chief Executive Officer of Healthtex Apparel Corp., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

  
Notary Public  
My Commission Expires:

Jeffrey S. Dweck  
Notary Public, State of New York  
Reg. No. 02DW5072837  
Qualified in Kings County  
Commission Expires Feb. 10, 2019

## SCHEDULE A

Schedule A to a Trademark Assignment of Security, dated March 24, 2017, by Healthtex Apparel Corp., as Grantor, in favor of HSBC Bank USA, National Association, as Administrative Agent.

Registered Trademarks:

<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>	<u>Jurisdiction</u>
5102082	12/13/16	HEALTHTEX	United States (USPTO)
4723878	04/21/15	READY SET GROW	United States (USPTO)
4598588	09/02/14	HEALTHTEX	United States (USPTO)
2591718	07/09/02	KIDPROOF	United States (USPTO)
1807653	11/30/93	HEALTHTEX	United States (USPTO)

Pending Applications:

<u>Application Serial Number</u>	<u>Application Filing Date</u>	<u>Trademark</u>	<u>Jurisdiction</u>
86759356	9/17/15	#HEALTHTEXTING	United States (USPTO)
86703873	7/24/15	HEALTHTEX BABY	United States (USPTO)
86390918	9/10/14	HEALTHTEX	United States (USPTO)