

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425368

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NPB Company, Inc.		04/27/2017	Corporation: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flag Sportswear, Inc.		
<b>Street Address:</b>	47 Brigs Ave.		
<b>Internal Address:</b>	c/o Diane Ochotsky		
<b>City:</b>	Encinitas		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92204		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2858043	NEWPORT BLUE	
<b>Registration Number:</b>	2752603	NPB	
<b>Registration Number:</b>	1642819	OPNB	
<b>Registration Number:</b>	1424021		
<b>Registration Number:</b>	1422971	NEWPORT BLUE	
<b>Registration Number:</b>	1394875	NEWPORT B.L.U.E	
<b>Registration Number:</b>	0639730	NEWPORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9136479050		
<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>	913.647.9050		
<b>Email:</b>	tmdocketing.elbein@hoveywilliams.com		
<b>Correspondent Name:</b>	Michael Elbein - Hovey Williams LLP		
<b>Address Line 1:</b>	10801 Mastin Blvd., Suite 1000		
<b>Address Line 4:</b>	Overland Park, KANSAS 66210		
<b>ATTORNEY DOCKET NUMBER:</b>	6842.00001		
<b>NAME OF SUBMITTER:</b>	Michael Elbein		

CH \$190.00 2858043

<b>SIGNATURE:</b>	/Michael Elbein/
<b>DATE SIGNED:</b>	04/27/2017
<b>Total Attachments: 4</b> source=880914_1#page1.tif source=880914_1#page2.tif source=880914_1#page3.tif source=880914_1#page4.tif	

Exhibit 2 to Amendment to Trademark Purchase Agreement and Security Agreement

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, is dated as of June 30, 2015, by NPB Company, Inc., a Kansas Corporation ("Grantor"), in favor of Flag Sportswear, Inc., a California Corporation ("Secured Party").

WITNESSETH

WHEREAS, pursuant to that certain Trademark Purchase Agreement, as amended and supplemented by that certain Amendment To Trademark Purchase Agreement and Security Agreement, both of which were entered into by and between Grantor and Secured Party (together the "Purchase Agreement"), Grantor is indebted and obligated to Secured Party;

WHEREAS, pursuant to the Purchase Agreement, the Secured Party has assigned to the Grantor the trademarks on Schedule 1, including any registrations, pending applications, and the goodwill associated with the trademarks;

WHEREAS, pursuant to its indebtedness and to secure the Grantor's obligations under the Purchase Agreement, Grantor is executing and delivering, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created are acquired (collectively, the "Trademark Collateral"):

a. All of the trademarks assigned to the Grantor by the Secured Party, including those referred to on schedule A hereto;

b. All goodwill of the business connected with the use of and symbolized by the trademarks;

c. Any claim by Grantor against third parties for past, present or future infringement or dilution of any of the trademarks or injury to the goodwill associated with any of the trademarks.

2. The security interest granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interest granted to the Secured Party pursuant to the Purchase Agreement. Grantor hereby affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted herein are more fully set forth in the Purchase Agreement, the terms and conditions of which are incorporated by reference as if fully set forth herein.

3. All capitalized terms used but not otherwise defined in this document have the meanings given to them in the Purchase Agreement.

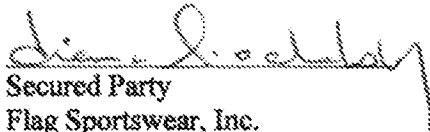
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

.....  
Grantor

By:.....

Title:.....

Accepted and acknowledged by:



Secured Party  
Flag Sportswear, Inc.  
By: Diane Ochotsky  
Its Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF .....

COUNTY OF .....

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of \_\_\_\_\_ (Grantor), who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation is authorized by its Board of Directors and that he/secd knowledge said instrument to be the free act and deed of said corporation.

.....  
Notary Public

My Commission Expires:

.....

3. All capitalized terms used but not otherwise defined in this document have the meanings given to them in the Purchase Agreement.

IN WITNESS WHEREOF, 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.

NPD Company Inc.  
Grantor  
By: [Signature]  
Title: Group President & CEO

Accepted and acknowledged by:

\_\_\_\_\_  
Secured Party  
Flag Sportswear, Inc.  
By: Diane Ochotsky  
Its Chief Executive Officer

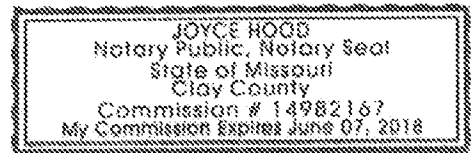
ACKNOWLEDGMENT OF GRANTOR

STATE OF Missouri  
COUNTY OF Clay





On this 23<sup>rd</sup> day of April, 2017, effective as of June 30, 2015, before me personally appeared Matthew Gray, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NPD Company Inc. (Grantor), who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation is authorized by its Board of Directors and that he acknowledge said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

My Commission Expires:  
June 07, 2018



Schedule A to Trademark Security Agreement

Mark	Reg. No.	Reg. Date	Class
NEWPORT BLUE	2858043	June 29, 2005	25
NPB	2752603	August 19, 2003	25
OPNB Flag Design 	1642819	April 30, 1991	18, 25
Flag logo (color) 	1424021	January 6, 1987	25
NEWPORT B.L.U.E. 	1422971	December 30, 1986	25
NEWPORT B.L.U.E. 	1394875	May 27, 1986	18
NEWPORT	0639730	January 8, 1957	25