

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433291

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <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>                  |
| First Quality Baby Products, LLC  |  | 06/27/2017            | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | JPMorgan Chase Bank, N.A., as Agent      |                       |                                     |
| <b>Street Address:</b>  | 10 South Dearborn                        |                       |                                     |
| <b>Internal Address:</b>  | 7th Floor                                |                       |                                     |
| <b>City:</b>  | Chicago                                  |                       |                                     |
| <b>State/Country:</b>   | ILLINOIS                                 |                       |                                     |
| <b>Postal Code:</b>   | 60603                                    |                       |                                     |
| <b>Entity Type:</b>   | National Association: UNITED STATES      |                       |                                     |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 4547281                                  | 1                     |                                     |
| <b>Registration Number:</b>   | 4547283                                  | 111                   |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  | 2127514864                               |                       |                                     |
| <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>   | 212-906-1216                             |                       |                                     |
| <b>Email:</b>   | angela.amaru@lw.com                      |                       |                                     |
| <b>Correspondent Name:</b>  | Latham & Watkins LLP c/o Angela M. Amaru |                       |                                     |
| <b>Address Line 1:</b>  | 885 Third Avenue                         |                       |                                     |
| <b>Address Line 2:</b>  | Suite 1000                               |                       |                                     |
| <b>Address Line 4:</b>  | NEW YORK, NEW YORK 10022                 |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Angela M. Amaru                          |                       |                                     |
| <b>SIGNATURE:</b>   | /S/ Angela M. Amaru                      |                       |                                     |
| <b>DATE SIGNED:</b>   | 06/30/2017                               |                       |                                     |
| <b>Total Attachments: 8</b>   |  |                       |                                     |
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 27, 2017 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the benefit of the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

**WHEREAS**, pursuant to that certain Second Amended And Restated Loan Agreement dated as of June 27, 2017 by and among First Quality Products, Inc. ("Products"), First Quality Hygienic, Inc. ("Hygienic"), First Quality Nonwovens, Inc. ("Nonwovens"), First Quality Tissue, LLC ("Tissue"), First Quality International, Inc. ("International"), First Quality Enterprises, Inc. ("Enterprises"), Nutek Disposables, Inc. ("Nutek"), First Quality Baby Products, LLC ("Baby Products"), First Quality Water & Beverage, LLC ("Beverage"), First Quality Consumer Products, LLC ("Consumer Products"), My Friendly Neighbor, LLC ("Friendly Neighbor"), First Quality Retail Services, LLC ("Retail Services"), FQT Holding Company, LLC ("Tissue Holding"), First Quality Tissue SE, LLC ("Tissue SE"), First Quality International (Canada), LLC ("FQ Canada"), First Quality Global, Inc. ("FQG"), FQG Holding, LLC ("FQG Holding"), FQP&P, LLC ("FQP&P"), 80 Cuttermill SN, LLC ("Cuttermill"), FQG Europe, Inc. ("FQG Europe"), First Quality Packaging Solutions, LLC ("Packaging"), First Quality Canada, Inc. ("First Quality Canada, Inc."), Fempro Consumer Products ULC ("Fempro"), 601 Allendale Road, LLC ("Allendale"), 69 Green Mountain Road, LLC ("Green Mountain"), the Additional Borrowers party thereto (together with the aforementioned parties, the "Borrowers"), the Lenders party thereto, the Agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantors previously entered into a Security Agreement dated as of June 29, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Grantors and the Agent, pursuant to which each of the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

**WHEREAS**, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

all service marks, trademarks, service mark and trademark registrations, trade names, and trademark and service mark applications, including, without limitation, the service mark and trademark registrations and applications listed on Schedule A hereto and made a part hereof, but not including Excluded Collateral even if listed on such Schedule A and (a) the goodwill of the business connected with the use thereof and symbolized thereby, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world (collectively, "Trademarks").

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Trademark application filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use such Trademark unless and until evidence of such Grantor's use in commerce (within the meaning of The Lanham Act, 15 U.S.C. §§ 1051 et seq.) thereof has been filed in the United States Patent and Trademark Office.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

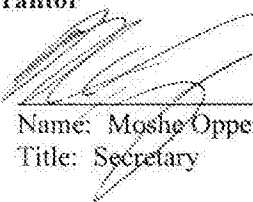
### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

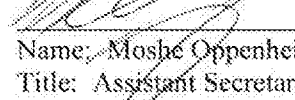
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**FIRST QUALITY BABY PRODUCTS, LLC,**  
as Grantor

By:   
Name: Moshe Oppenheim  
Title: Secretary

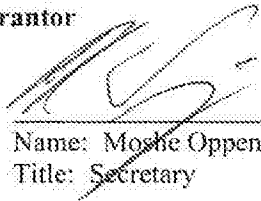
**FIRST QUALITY PRODUCTS, INC.,**  
as Grantor

By:   
Name: Moshe Oppenheim  
Title: Assistant Secretary

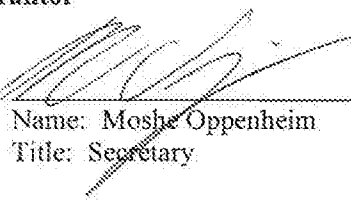
**FIRST QUALITY HYGIENIC, INC.,**  
as Grantor

By:   
Name: Moshe Oppenheim  
Title: Assistant Secretary

**FIRST QUALITY PACKAGING SOLUTIONS, LLC,**  
as Grantor

By:   
Name: Moshe Oppenheim  
Title: Secretary

**FIRST QUALITY WATER & BEVERAGE, LLC,**  
as Grantor

By:   
Name: Moshe Oppenheim  
Title: Secretary

{Signature page to Trademark Security Agreement}

**FIRST QUALITY RETAIL SERVICES, LLC,**  
as Grantor

By: 

\_\_\_\_\_  
Name: Moshe Oppenheim  
Title: Secretary

**PARAGON TRADE BRANDS, LLC,**  
as Grantor

By: 

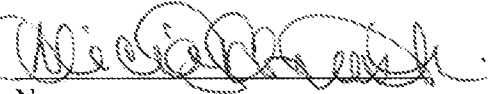
\_\_\_\_\_  
Name: Moshe Oppenheim  
Title: Secretary

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006095 FRAME: 0626**

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Agent

By: 

Name:




Title:

**Alicia T. Schreibstein**  
**Executive Director**



**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

|     | Trademark/Image if any   | Application Number<br>Application Date | Registration<br>Number<br>Registration Date | Status     | Owner  |
|-----|--|--|---|------------|--|
| 1.  | 1<br>     | 86087918<br>10/10/2013                 | 4547281<br>6/10/2014                        | Registered | First Quality Baby<br>Products, LLC          |
| 2.  | 111<br>  | 86087965<br>10/10/2013                 | 4547283<br>6/10/2014                        | Registered | First Quality Baby<br>Products, LLC          |
| 3.  | BODYCURVE  | 85408046<br>8/26/2011                  | 4444292<br>12/3/2013                        | Registered | First Quality Products,<br>Inc.              |
| 4.  | CASUAL STYLE   | 85507408<br>1/3/2012                   | 4401862<br>9/10/2013                        | Registered | First Quality Products,<br>Inc.              |
| 5.  | PROCARE  | 85375199<br>7/19/2011                  | 4822313<br>9/29/2015                        | Registered | First Quality Products,<br>Inc.              |
| 6.  | SIMPLY STRETCHFIT  | 85441186<br>10/6/2011                  | 4752184<br>6/9/2015                         | Registered | First Quality Products,<br>Inc.              |
| 7.  | SKIN SMART   | 85458742<br>10/28/2011                 | 4859950<br>11/24/2015                       | Registered | First Quality Products,<br>Inc.              |
| 8.  | SMOOTH FIT   | 85754364<br>10/15/2012                 | 4557613<br>6/24/2014                        | Registered | First Quality Products,<br>Inc.              |
| 9.  | SMOOTH SHAPE   | 85771721<br>11/5/2012                  | 4570085<br>7/15/2014                        | Registered | First Quality Products,<br>Inc.              |
| 10. | FEMTEX   | 85535731<br>2/7/2012                   | 4584870<br>8/12/2014                        | Registered | First Quality Hygienic,<br>Inc.              |
| 11. | UVU<br> | 85237557<br>2/9/2011                   | 4129644<br>4/17/2012                        | Registered | First Quality<br>Packaging Solutions,<br>LLC |
| 12. | UVU  | 85237632<br>2/9/2011                   | 4136620<br>5/1/2012                         | Registered | First Quality<br>Packaging Solutions,<br>LLC |

| Trademark/Image if any |              | Application Number<br>Application Date | Registration<br>Number<br>Registration Date | Status     | Owner                                  |
|------------------------|--------------|--|---|------------|--|
|                        | uVu          |  |   |            |  |
| 13.                    | PUREAU       | 77983582<br>1/27/2009                  | 4422205<br>10/22/2013                       | Registered | First Quality Water &<br>Beverage, LLC |
| 14.                    | DAILY WEAR   | 85729505<br>9/14/2012                  | 5078174<br>11/8/2016                        | Registered | First Quality Retail<br>Services, LLC  |
| 15.                    | DRI-FIT      | 86981147<br>1/8/2015                   | 5138974<br>2/7/2017                         | Registered | First Quality Retail<br>Services, LLC  |
| 16.                    | PURSE READY  | 86129748<br>11/26/2013                 | 5134016<br>1/31/2017                        | Registered | First Quality Retail<br>Services, LLC  |
| 17.                    | THIN-FIT     | 85603747<br>4/20/2012                  | 4893246<br>1/26/2016                        | Registered | First Quality Retail<br>Services, LLC  |
| 18.                    | THIN-FIT     | 85603747<br>4/20/2012                  | 4893246<br>1/26/2016                        | Registered | First Quality Retail<br>Services, LLC  |
| 19.                    | SOFT-STRETCH | 85450071<br>10/18/2011                 | ---   | Pending    | Paragon Trade Brands,<br>LLC           |