

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Quality Water & Beverage, LLC		06/27/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	10 South Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4422205	PUREAU	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	045494-0187		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	06/30/2017		
Total Attachments: 8			
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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).

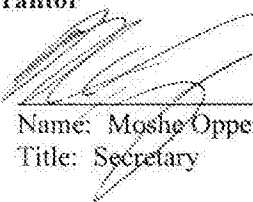
SECTION 5. Counterparts

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.

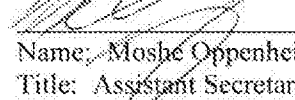
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


FIRST QUALITY BABY PRODUCTS, LLC,
as Grantor

By: 
Name: Moshe Oppenheim
Title: Secretary

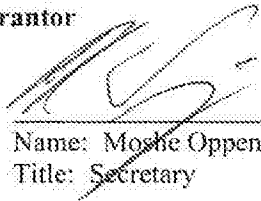
FIRST QUALITY PRODUCTS, INC.,
as Grantor

By: 
Name: Moshe Oppenheim
Title: Assistant Secretary

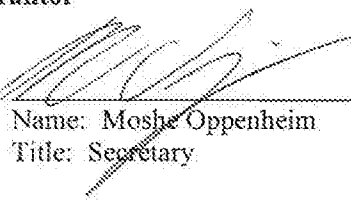
FIRST QUALITY HYGIENIC, INC.,
as Grantor

By: 
Name: Moshe Oppenheim
Title: Assistant Secretary

FIRST QUALITY PACKAGING SOLUTIONS, LLC,
as Grantor

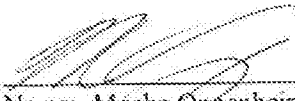
By: 
Name: Moshe Oppenheim
Title: Secretary

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
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Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 

Name:

Title:




Alicia T. Schreibstein
Executive Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006095 FRAME: 0728

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

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

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