

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alleson of Rochester, Inc.		11/30/2017	Corporation: NEW YORK
Battle4D, Inc.		11/30/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2921663	ALLESON	
Registration Number:	2921664	ALLESON ATHLETIC	
Registration Number:	4010670	AUTHENTIC MILITARY SPORTSWEAR	
Registration Number:	4041322	BATTLEFIELD COLLECTION	
Registration Number:	4038144		
Registration Number:	4038147	HONOR THE PAST, INSPIRE THE FUTURE	
Registration Number:	3815950	OFFICIAL FLAG FOOTBALL JERSEY	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	ypan@proskauer.com		
Correspondent Name:	Brendan Leanos		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	11668-216		
NAME OF SUBMITTER:	Brendan Leanos		

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SIGNATURE:	/Brendan Leanos/
DATE SIGNED:	11/30/2017
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of November 30, 2017 (this "Trademark Security Agreement Supplement"), among Alleson of Rochester, Inc., a New York corporation, Battle4D, Inc., a New York corporation (each, a "Grantor") and Ares Capital Corporation ("Ares"), as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of September 9, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement") among Badger Sportswear Acquisition, Inc., a Delaware corporation (the "Borrower"), the other Grantors (as defined therein) party thereto and the Administrative Agent and that certain Second Lien Joinder to Security Agreement dated as of the date hereof among the Grantors (as defined therein) from time to time party thereto and Ares. The Lenders (as defined in the Second Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the Grantors and the Administrative Agent have entered into that certain Trademark Security Agreement, dated as of September 9, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Trademark Security Agreement"). Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "Additional Trademark Collateral"):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by such Trademark registrations and registration applications;
- C. all assets, rights and interests that uniquely reflect or embody such Trademark registrations and registration applications;
- D. the right to sue third parties for past, present and future infringements or dilutions of such Trademark registrations and registration applications; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.


SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

ALLESON OF ROCHESTER, INC.

By: 
Name: John J. Anton
Title: Chief Executive Officer

BATTLE4D, INC.

By: 
Name: John J. Anton
Title: Chief Executive Officer

ARES CAPITAL CORPORATION,
as Administrative Agent

By: Michael L. Smith


Name:

Title:

Michael L. Smith
Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Alleson of Rochester, Inc	2,921,663	ALLESON
Alleson of Rochester, Inc	2,921,664	ALLESON ATHLETIC
Battle4D, Inc.	4,010,670	AUTHENTIC MILITARY SPORTSWEAR
Battle4D, Inc.	4,041,322	BATTLEFIELD COLLECTION
Battle4D, Inc.	4,038,144	
Battle4D, Inc.	4,038,147	HONOR THE PAST, INSPIRE THE FUTURE
Alleson of Rochester, Inc. d/b/a Alleson Athletic	3,815,950	Official Flag Football Jersey

TRADEMARK APPLICATIONS

None.