

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452780

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALLESON OF ROCHESTER, INC		11/30/2017	Corporation:
BATTLE4D, INC.		11/30/2017	Corporation:

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP AS ADMINISTRATIVE AGENT
Street Address:	500 West Monroe Street
Internal Address:	17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

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: 2123108007

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.

Phone: 212.310.8418

Email: juan.arias@weil.com

Correspondent Name: Steven LePorin

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

CH \$190.00 2921663

ATTORNEY DOCKET NUMBER:	Steven Leporin 15570.0014
NAME OF SUBMITTER:	Steven LePorin
SIGNATURE:	/Steven LePorin/
DATE SIGNED:	11/30/2017

Total Attachments: 5

source=First Lien Trademark Security Agreement Supplement - RG 11-30-17#page1.tif
source=First Lien Trademark Security Agreement Supplement - RG 11-30-17#page2.tif
source=First Lien Trademark Security Agreement Supplement - RG 11-30-17#page3.tif
source=First Lien Trademark Security Agreement Supplement - RG 11-30-17#page4.tif
source=First Lien Trademark Security Agreement Supplement - RG 11-30-17#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 Antares Capital, LP ("Antares"), as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined in the First Lien Credit Agreement).

Reference is made to that certain First 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 First Lien Joinder to Security Agreement dated as of the date hereof among Borrower, the Grantors (as defined therein) and Antares. The Lenders (as defined in the First Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First 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

ANTARES CAPITAL LP
as Administrative Agent

By:  _____

Name: Kyle Wilson

Title: Duly 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.