

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broder Bros., Co.		12/04/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A, as Administrative Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87250648	NORTH END	
Serial Number:	87335199	DEVON & JONES CROWNLUX	
Serial Number:	87335196	DEVON & JONES CROWNLUX PERFORMANCE	
Serial Number:	87351005	DEVON & JONES MEN'S CROWN COLLECTION	
Serial Number:	87351001	DEVON & JONES LADIES' CROWN COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	6173417729		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal Street		
Address Line 2:	c/o Morgan lewis Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		
DATE SIGNED:	12/04/2017		
Total Attachments: 6			

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**THIRD SUPPLEMENT TO FOURTH AMENDED AND RESTATED TRADEMARK
SECURITY AGREEMENT**

THIS THIRD SUPPLEMENT TO FOURTH AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the “**Supplement**”) is entered into as of this 4th day of December, 2017, by **BRODER BROS., CO.**, a Delaware corporation (the “**Grantor**”), in favor of **BANK OF AMERICA, N.A.**, in its capacity as Administrative Agent (the “**Administrative Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor and the Administrative Agent, among others, are parties to (i) that certain Third Amended and Restated Security Agreement, dated as of March 27, 2013, with, among others, the Administrative Agent (the “**Security Agreement**”), and (ii) that certain Fourth Amended and Restated Trademark Security Agreement, dated as of March 27, 2013, and recorded on March 28, 2013 at Reel 4992, Frame 0572 with, among others, the Administrative Agent, as supplemented by that certain Supplement to Fourth Amended and Restated (the “**First Trademark Supplement**”), dated as of January 8, 2014 and recorded on January 8, 2014 at Reel 5189, Frame 0540, as supplemented by that certain Second Supplement to Fourth Amended and Restated (the “**Second Trademark Supplement**”, and together with the First Trademark Supplement, the “**Trademark Supplement**”), dated as of December 3, 2015 and recorded on December 03, 2015 at Reel 5681, Frame 0092 (and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Agreement**”) and, with, among others, the Administrative Agent.

WHEREAS, the Grantor has developed additional Trademarks and desire to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Administrative Agent.

WHEREAS, pursuant to the Trademark Agreement and the Security Agreement, the security interest granted thereunder and the other provisions contained therein automatically apply to the additional Trademarks;

WHEREAS, the parties desire to supplement the Trademark Agreement as hereinafter set forth to confirm as such; and

NOW, THEREFORE, in consideration of the premises, the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Trademark Agreement or the Security Agreement, as applicable.
2. **Supplement to Schedule I.** Schedule I to the Trademark Agreement is hereby supplemented, but not replaced, by Schedule I-A annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule I shall be deemed to include (i) the Trademarks referenced on Schedule I as such Schedule I exists immediately prior to the date hereof

(including as supplemented pursuant to the Trademark Supplement), and (ii) the Trademarks referenced on Schedule I-A annexed hereto.

3. **No Other Changes.** Except as expressly provided herein, all of the terms and conditions of the Trademark Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.

4. **Applicable Law.** This Supplement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

5. **Counterparts.** This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Supplement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed on the day and year first above written.

GRANTOR:

BRODER BROS., CO., a Delaware corporation

By: 
Name: Martin J. Matthews
Title: CFO and Secretary

**BANK OF AMERICA, N.A., as
Administrative Agent**

By: 

Name: Gregory Kress

Title: Senior Vice President

**SCHEDULE I-A
Trademarks**

Grantor	Mark	Application/ Serial Number and Filing Date	Reg. Number and Reg. Date	Country
Broder Bros., Co.	North End	87250648 11/29/2016	Published.	United States
Broder Bros., Co.	DEVON & JONES CROWNLUX	87335199 02/14/2017	Published.	United States
Broder Bros., Co.	DEVON & JONES CROWNLUX PERFORMANCE	87335196 02/14/2017	Published.	United States
Broder Bros., Co.	DEVON & JONES MEN'S CROWN PERFORMANCE	87351005 02/27/2017	OA Response filed 10/4/2017	United States
Broder Bros., Co.	DEVON & JONES LADIES' CROWN PERFORMANCE	87351001 02/27/2017	OA Response filed 10/4/2017	United States
Broder Bros., Co.	DEVON & JONES PIMA- TECH	1656103 12/12/2013	TMA942011 06/29/2016	Canada
Broder Bros., Co.	DEVON & JONES PERFECT FIT	1656105 12/12/2013	TMA942010 06/29/2016	Canada
Broder Bros., Co.	TECH-SHELL	1656104 12/12/2013	TMA942012 06/29/2016	Canada
Broder Bros., Co.	BLEND-TEK	1655899 12/11/2013	TMA957553 12/08/2016	Canada

Schedule I-A to Third Supplement to Fourth Amended and Restated Trademark Security Agreement

**TRADEMARK
REEL: 006219 FRAME: 0913**

Broder Bros., Co.	HARRITON	1655905 12/11/2013	TMA958079 12/15/2016	Canada
Broder Bros., Co.	broder	1655895 12/11/2013	TMA957552 12/08/2016	Canada
Broder Bros., Co.	DEVON & JONES	1655986 12/12/2013	TMA958124 12/15/2016	Canada
Broder Bros., Co.	TEAM365	1661273 01/27/2014	TMA971182 05/17/2017	Canada
Broder Bros., Co.	ALPHABRODER	1739530 07/29/2015	TMA958551 12/21/2016	Canada
Broder Bros., Co.	DEVON & JONES CROWNLUX	1822924 02/15/2017	Pending	Canada
Broder Bros., Co.	DEVON & JONES MEN'S CROWN COLLECTION	1837402 05/12/2017	Pending	Canada
Broder Bros., Co.	DEVON & JONES LADIES' CROWN COLLECTION	1837403 05/12/2017	Pending	Canada
Broder Bros., Co.	DEVON & JONES CROWNLUX PERFORMANCE	1822925 02/15/2017	Pending	Canada