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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM456462

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Twin City Knitting Company, Inc., as Grantor		12/13/2017	Corporation: NORTH CAROLINA

## **RECEIVING PARTY DATA**

Name:	Sterling Business Credit LLC, as Administrative Agent	
Street Address:	8401 North Central Expressway, Suite 600	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75225	
Entity Type:	Limited Liability Company: DELAWARE	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78933710	TCK SLOG SERIES
Serial Number:	85451839	KRAZISOX TCK

## **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** erobinson@hunton.com

Correspondent Name: Erika Robinson

Address Line 1: 600 Peachtree St., N.E., STE. 4100

Address Line 2: c/o Hunton & Williams LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Erika Robinson
SIGNATURE:	/Erika Robinson/
DATE SIGNED:	01/02/2018

## **Total Attachments: 4**

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### TRADEMARK SECURITY AGREEMENT

December 13, 2017

WHEREAS, TWIN CITY KNITTING COMPANY, INC., a North Carolina corporation ("Grantor"), owns the Trademark Collateral (defined below); and

WHEREAS, Grantor, Sock and Accessory Brands Global, Inc., Argyle Holdings, Inc., Sterling Business Credit LLC, as administrative agent ("Secured Party") and the lenders party thereto have entered into the certain Amended and Restated Loan and Security Agreement dated as of February 6, 2017 (as may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest, lien and collateral assignment in and to all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Proprietary Rights (as defined in the Loan Agreement), which includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further evidence the security interest, lien and collateral assignment granted to Administrative Agent by Grantor under the Loan Agreement, Grantor does hereby grant to Secured Party a continuing security interest, lien and collateral assignment in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application (other than any intent-to-use trademark applications to the extent such intent-to-use trademark application constitutes Excluded Property (as defined in the Loan Agreement)), including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in <u>Schedule 1</u> annexed hereto and the trademark registrations issued with respect to the trademark applications referred in <u>Schedule 1</u> and (b) injury to the goodwill associated with any trademark or trademark registration.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

GRANTOR:

SECURED PARTY:

TWIN CITY KNITTING COMPANY, INC.

STERLING BUSINESS CREDIT LLC,

as administrative agent

By:

Name: Nicholas Barker

Title: Vice President and Secretary

By: \_\_\_\_\_\_ Name: Tanner J. Pump Title: First Vice President IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

<u>GRANTOR</u> :	SECURED PARTY:
TWIN CITY KNITTING COMPANY, INC.	STERLING BUSINESS CREDIT LLC, as administrative agent
By:	By: June June June June June June June June
Name: Nicholas Barker Title: Vice President and Secretary	Name: Tanner J. Pann) Title: First Vice President

# Schedule 1 to Trademark Security Agreement

Credit Party	Registered Mark Name	Registration Number
TCK	( Succession	78,933,710
TCK		85,451,839

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT, Page 1  $78095.000009 \; \mathrm{EMF\_US} \; 67544185v2$ 

**RECORDED: 01/02/2018** 

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