

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tefron USA, Inc.		04/09/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC BANK CANADA		
Street Address:	300-2001 McGill College Avenue		
City:	Montréal, QC		
State/Country:	CANADA		
Postal Code:	H3A 1G1		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1527018	TOESIES	
Registration Number:	1498741	WHILE YOU WAIT	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<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:	713-651-5567		
Email:	annie.aymond@nortonrosefulbright.com		
Correspondent Name:	ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP		
Address Line 1:	1301 MCKINNEY STREET		
Address Line 4:	HOUSTON, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	1001003690-HSBC/Tefron		
NAME OF SUBMITTER:	Annie Aymond		
SIGNATURE:	/Annie Aymond/		
DATE SIGNED:	04/11/2018		
Total Attachments: 5			
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OP \$65.00 1527018

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made effective as of April 9, 2018 by and from TEFRON U.S. HOLDINGS CORP., a Delaware corporation ("TEFRON U.S. HOLDINGS") and TEFRON USA, INC., a Delaware corporation ("TEFRON USA"), (collectively the "Grantors") to and in favor of HSBC BANK CANADA for the benefit of itself and its successors and permitted assigns (the "Secured Party").

WHEREAS, the Grantors and the Secured Party have entered into that certain Credit Agreement, dated as of March 29, 2018 (as further modified and supplemented and in effect from time to time, the "Credit Agreement").

WHEREAS, the Grantors and the Secured Party have entered into that certain Pledge and Security Agreement, dated as of April 9, 2018 (as further modified and supplemented and in effect from time to time, the "Security Agreement").

WHEREAS, TEFRON USA, one of the Grantors, owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the USPTO.

WHEREAS, this IP Security Agreement has been granted in conjunction with the security interest in the Trademarks granted under the Security Agreement to Secured Party for the benefit of itself and its successors and permitted assigns.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest. In order to secure the payment and performance in full of the Secured Obligations (as defined in the Security Agreement), the Grantors hereby grant to Secured Party for the benefit of itself and its successors and permitted assigns:
 - (a) a security interest in all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (or any successor office) or any similar offices in any state of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, such as those listed in Exhibit A, (b) all goodwill associated therewith or symbolized thereby, and (c) all other assets, rights, and interests that uniquely reflect or embody such goodwill.

3) Security Agreement. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the security interests of Secured Party with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement shall remain in full force and effect in accordance with its terms.

4) Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided therein) are incorporated by reference as if fully set forth herein.

5) Counterparts. This IP Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be the original and all of which shall constitute together but one and the same agreement.

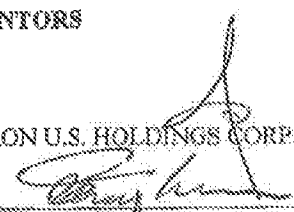
6) Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of New York.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement effective as of the date first written above.

GRANTORS

TEFRON U.S. HOLDINGS CORP.

By: 
Name: Eliezer Parnafos
Title: CFO

TEFRON USA, INC.

By: 
Name: Dan Liberman
Title: CEO

ACKNOWLEDGED AND AGREED TO BY:

HSBC BANK CANADA, as Secured Party

By: _____
Name:
Title:

[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement effective as of the date first written above.

GRANTORS

TEFRON U.S. HOLDINGS CORP.

By: _____
Name:
Title:

TEFRON USA, INC.

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED TO BY:

HSBC BANK/CANADA, as Secured Party

By: _____
Name: Jean Calfe
Title: Vice President, Commercial Banking
Montreal and Montr egie

[Signature Page to IP Security Agreement]

Exhibit A

SCHEDULE OF U.S. TRADEMARKS

Trademark	COUNTRY	Serial No.	Registration Date	Registration Number	Owner
TOESIES	USA	73701915	Feb. 28, 1989	1527018	Tefron USA, Inc.
WHILE YOU WAIT	USA	73695461	Feb. 28, 1989	1498741	Tefron USA, Inc.