

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490040

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
R.G. Barry Corporation		08/02/2018	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/ DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0580180	ANGEL TREADS	
<b>Registration Number:</b>	1355478	DEARFOAMS	
<b>Registration Number:</b>	5455270	DEARFOAMS	
<b>Registration Number:</b>	5423231	DEARFOAMS	
<b>Serial Number:</b>	86919725	DEARFOAMS	
<b>Serial Number:</b>	86919546	DF BY DEARFOAMS	
<b>Serial Number:</b>	87941771	DF BY DEARFOAMS	
<b>Serial Number:</b>	87878427	DF DUOFOAM	
<b>Registration Number:</b>	4415249	D-FLEX BY DEARFOAMS	
<b>Serial Number:</b>	87941761	DLUXE BY DEARFOAMS	
<b>Serial Number:</b>	86919568	DLUXE BY DEARFOAMS	
<b>Registration Number:</b>	1806772	EZ FEET	
<b>Registration Number:</b>	4485449		
<b>Serial Number:</b>	86543044	TERRASOLES	
<b>Serial Number:</b>	87431427	TERRASOLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

OP \$390.00 0580180

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2155695619  
**Email:** pecsenye@blankrome.com  
**Correspondent Name:** Timothy D. Pecsénye  
**Address Line 1:** One Logan Square  
**Address Line 2:** 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-18051
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<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
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<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
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<b>DATE SIGNED:</b>	09/14/2018
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**Total Attachments: 7**

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source=Executed A&R Trademark Security Agreement - RGB (RG Barry)#page3.tif  
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source=Executed A&R Trademark Security Agreement - RGB (RG Barry)#page7.tif

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of August 2, 2018, by R. G. BARRY CORPORATION, an Ohio corporation (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for certain secured parties (“Agent”).

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among Grantor, the other Loan Parties party thereto, Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, modified, supplemented, renewed, restated or replaced, the “Credit Agreement”), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Amended and Restated Security Agreement, dated as of the date hereof, by and among Grantor, the other grantors party thereto and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, modified, supplemented, renewed, restated or replaced, the “Security Agreement”), as security for all Obligations, Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor’s presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

5. AMENDMENT AND RESTATEMENT. This Agreement amends and restates, and shall supersede and replace, in its entirety, that certain Trademark Security Agreement, dated September 3, 2014 by Grantor in favor of Agent.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**R. G. BARRY CORPORATION**

By: 

Name: Gary Binkoski

Title: Chief Financial Officer

Signature Page to Amended and Restated Trademark Security Agreement

**TRADEMARK**  
**REEL: 006438 FRAME: 0973**

ACCEPTED AND ACKNOWLEDGED BY:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: 

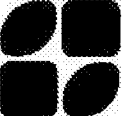
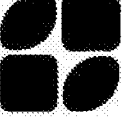


Name: Thomas J. Lorenz

Title: Senior Vice President

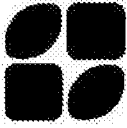
Schedule A

1. Trademark Applications and Registrations of R. G. Barry Corporation

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
DEARFOAMS Stylized  script	Australia	175134	7/30/1962	175134	7/30/1962	25
DEARFOAMS Stylized  script	Benelux	0505692	2/9/1969	4414	2/9/1969	25
ACTIVE AT HOME	Canada	1279116	11/3/2005	TMA722578	8/28/2008	CA
DEARFOAMS	Canada	1892524	4/9/2018			25
DEARFOAMS	Canada	1783166	5/19/2016			25
DEARFOAMS	Canada	325867	9/15/1969	TMA170979	9/4/1970	CA
DF BY DEARFOAMS	Canada	1906074	6/25/2018			25
DF BY DEARFOAMS	Canada	1783165	5/19/2016			25
DLUXE BY DEARFOAMS	Canada	1783167	5/19/2016			25
EZ FEET	Canada	746358	1/26/1994	TMA446555	8/25/1995	25
Grass Design 	Canada	1189305	8/25/2003	TMA643211	6/28/2005	25
RELAX AT HOME	Canada	1279115	11/3/2005	TMA732609	1/16/2009	CA
STEP OUT IN SOLID COMFORT	Canada	1151878	9/6/2002	TMA627981	12/8/2004	25
TERRASOLES	Canada	1151879	9/6/2002	TMA627562	12/6/2004	25
THE DEARFOAMS COMPANY DFSPORT	Canada	1339050	3/13/2007	TMA710904	4/3/2008	CA
DEARFOAMS	Chile	23647	10/19/1983	1109013	11/25/1983	25
DEARFOAMS	China	20772	9/7/1984	228557	6/14/1985	25
TERRASOLES	China	6075541	5/28/2007	6075541	3/28/2010	25
DEARFOAMS	European Union	014571475	9/17/2015	014571475	12/30/2015	25
TERRASOLES	European Union	5897996	5/11/2007	5897996	4/1/2008	25
DEARFOAMS	France	79813	4/4/1969	1522419	4/4/1969	25
TERRASOLES	France	23194558	11/18/2002	23194558	6/13/2003	25
DEARFOAMS	Germany	42340/25	5/16/1969	865948	5/16/1969	25
DEARFOAMS	Greece	75635	10/4/1983	75635	2/18/1986	25
DEARFOAMS	Ireland	61869	4/2/1969	75157	4/2/1969	25

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
DEARFOAMS	Israel	246534	5/13/2012	246534	5/13/2012	25
DEARFOAMS	Italy	22029C69	4/3/1969	869687	12/9/1970	25
DEARFOAMS	Japan	2012014387	2/28/2012	5513741	8/10/2012	25
DEARFOAMS	Korea Republic of	0550857	11/1/2005	40-0672920	8/3/2006	25
DEARFOAMS	Mexico	1124189	10/4/2010	1236795	9/6/2011	25
DEARFOAMS	Mexico	24977	11/8/1968	147448	2/26/1969	25
DEARFOAMS SPECIAL EDITION	Mexico	1124187	10/4/2010	1198441	1/25/2011	25
DF BY DEARFOAMS	Mexico	1124186	10/4/2010	1198440	1/25/2011	25
DF SPORT BY DEARFOAMS	Mexico	1124183	10/4/2010	1210210	4/4/2011	25
EZ FEET	Mexico	1731407	3/31/2016	1648679	6/22/2016	25
Ovals and Squares Design 	Mexico	1124190	10/4/2010	1239606	9/26/2011	25
Ovals and Squares Design 	Mexico	1105374	7/19/2010	1179790	9/21/2010	25
Grass Design 	South Africa	200826327	11/10/2008	200826327	10/12/2010	25
TERRASOLES	South Africa	200826326	11/10/2008	200826326	10/12/2010	25
DEARFOAMS	Switzerland	2815	5/10/1989	372531	5/10/1989	25
DEARFOAMS	Taiwan	94044756	9/19/2005	01211879	6/1/2006	
DEARFOAMS	United Kingdom	1002587	11/29/1972	1002587	11/29/1972	25
DEARFOAMS	United Kingdom	1568964	4/16/1994	1568964	3/10/1995	11
ANGEL TREADS Stylized 	USA	71/607920	12/21/1950	580180	9/22/1953	25
DEARFOAMS	USA	73/487035	6/26/1984	1355478	8/20/1985	25
DEARFOAMS	USA	87/581114	9/23/2017	5455270	4/24/2018	35
DEARFOAMS	USA	87/571738	8/16/2017	5423231	3/13/2018	25
DEARFOAMS	USA	86/919725	2/25/2016			24, 25
DF BY DEARFOAMS	USA	86/919546	2/25/2016			24, 25
DF BY DEARFOAMS	USA	87/941771	5/30/2018			25



Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
DF DUOFOAM	USA	87/878427	4/16/2018			25
D-FLEX BY DEARFOAMS	USA	85/352995	6/22/2011	4415249	10/8/2013	25
DLUXE BY DEARFOAMS	USA	87/941761	5/30/2018			25
DLUXE BY DEARFOAMS	USA	86/919568	2/25/2016			24, 25
EZ FEET	USA	74/317964	9/28/1992	1806772	11/23/1993	25
Ovals and Squares Design 	USA	85/031537	5/6/2010	4485449	2/18/2014	25
TERRASOLES	USA	86/543044	2/23/2015			25
TERRASOLES	USA	87/431427	5/1/2017			01, 03, 04, 05, 21, 25, 26
DEARFOAMS	Venezuela	8198	10/11/1983	F122716	5/14/1986	25

Schedule A - 2

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RECORDED: 09/14/2018

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