

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM498078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colonial Management Group, L.P.		11/13/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	303 Peachtree Street, 25th Floor		
Internal Address:	MC: GA-ATL-7662		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5363104	NEW SEASON	
Registration Number:	5353821	NEW SEASON	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	410643.021		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	11/14/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of November 13, 2018, is made by and between COLONIAL MANAGEMENT GROUP, L.P., a Delaware limited partnership (the "Debtor") in favor of SUNTRUST BANK, as Administrative Agent (the "Administrative Agent"), for the holders of the Secured Obligations under the Credit Agreement referred to below (the "Secured Parties").

WHEREAS, the Debtor, as Borrower, the Guarantors, the Lenders and the Administrative Agent have entered into a Credit Agreement dated as of March 9, 2012 (as amended, modified, supplemented, increased and extended from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Debtor and the Administrative Agent have entered into a Security Agreement dated as of March 9, 2012 (as amended, modified, supplemented, increased and extended from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Debtor granted to the Administrative Agent for the benefit of the holders of the Secured Obligations a continuing security interest in, right of setoff against, and an assignment for collateral purposes, in and to all of the Debtor's right, title and interest in and to the Trademarks, and is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans under the Credit Agreement, the Debtor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

1. Defined Terms. Terms defined in the Credit Agreement or Security Agreement and not otherwise defined herein shall have the respective meanings provided for in the Credit Agreement or Security Agreement, as applicable.

2. Grant of Security. The Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grants to the Administrative Agent for the benefit of the holders of the Secured Obligations a continuing security interest in, right of setoff against, and an assignment for collateral purposes of, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all licenses to use all Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the

Security Agreement and the Debtor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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. Debtor Remains Liable. The Debtor hereby agrees that, anything herein to the contrary notwithstanding, the Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

5. Execution in Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by telecopy or any other electronic imaging means including PDF format promptly followed by delivery of original signature pages), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. Successors and Assigns. This Trademark Security Agreement is for the benefit of the Administrative Agent and the Secured Parties and their respective successors and permitted assigns, and in the event of an assignment of all or any of the Secured Obligations in accordance with the terms of the Credit Agreement, the rights hereunder, to the extent applicable to the Secured Obligations so assigned, may be transferred with such Secured Obligations. This Trademark Security Agreement shall be binding on the Debtor and its successors and assigns; provided that the Debtor may not delegate its rights or obligations under this Security Agreement without the Administrative Agent's prior written consent.

7. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

8. Termination. This Trademark Security Agreement shall terminate concurrently with the termination of the Security Agreement.

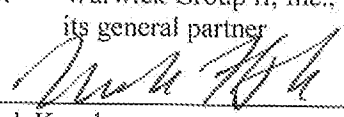
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COLONIAL MANAGEMENT GROUP, L.P.,
a Delaware limited partnership

By: Colonial GP, L.P., its general partner

By: Warwick Group II, Inc.,
its general partner

By: 
Name: Mark Kozak
Title: President

TRADEMARK SECURITY AGREEMENT
COLONIAL MANAGEMENT GROUP, L.P.

TRADEMARK
REEL: 006537 FRAME: 0251

AGREED TO AND ACCEPTED:

SUNTRUST BANK, as Administrative
Agent

By: GFW

Name: GANN WHITE

Title: SENIOR VICE PRESIDENT

COLONIAL MANAGEMENT GROUP, L.P.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006537 FRAME: 0252

Schedule 1

**Colonial Management Group, L.P.
(Delaware Limited Partnership)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
NEW SEASON and Design	5363104	12/26/17
NEW SEASON	5353821	12/12/17