TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528026

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RB III Associates, Inc.		06/12/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4640814	SPECTRUM COLOR GEAR
Registration Number:	4455031	P S
Registration Number:	5637774	TEAMWORK
Registration Number:	5647506	TEAMWORK ATHLETIC APPAREL
Registration Number:	4231408	PROSPHERE

CORRESPONDENCE DATA

Fax Number: 2129692900

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.

Phone: 212-969-3000
Email: ypan@proskauer.com
Correspondent Name: Brendan Leanos
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-216
NAME OF SUBMITTER:	Brendan Leanos
SIGNATURE:	/Brendan Leanos/
DATE SIGNED:	06/17/2019

CH $140.00 4640814

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 12, 2019, (this "Agreement"), among RB III Associates, Inc., a California corporation (the "Grantor") and Ares Capital Corporation ("Ares"), as collateral agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of September 9, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among Badger Sportswear Acquisition, LLC, a Delaware limited liability company, the other Grantors (as defined therein) party thereto and the Administrative Agent. The Lenders (as defined in the Second Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest*. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "Trademark Collateral"):

A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all goodwill associated with or symbolized by the Trademarks;

C. all assets, rights and interests that uniquely reflect or embody the Trademarks;

D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and

E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

SECTION 3. *Security Agreement*. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RB III ASSOCIATES, INC.

By: Rob Whitsett

Name: Rob Whitsett
Title: Secretary

[Signature Page to Second Lien Trademark Security Agreement]

ARES CAPITAL CORPORATION,
as Administrative Agent

By:_____
Name:
Title:

Mitchell Goldstein
Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
RB III Associates, Inc.	4640814	"Spectrum Color Gear"
RB III Associates, Inc.	4455031	"P S"
RB III Associates, Inc.	5637774	Teamwork
RB III Associates, Inc.	5647506	Teamwork Athletic Apparel
RB III Associates, Inc.	4231408	PROSPHERE

TRADEMARK APPLICATIONS

None.