

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537595

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TSC Apparel, LLC		08/21/2019	Limited Liability Company: OHIO
Ouray Sportswear, LLC		08/21/2019	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	FMP Agency Services, LLC
Street Address:	21 Custom House Street, 10th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4510681	EI-LO
Registration Number:	2863091	TSC APPAREL
Registration Number:	1420194	TULTEX
Registration Number:	1733245	TULTEX
Registration Number:	4408139	TULTEX
Registration Number:	2271077	OURAY
Registration Number:	2271078	OURAY
Registration Number:	2256709	OURAY
Registration Number:	3121978	FEEL THE DIFFERENCE
Registration Number:	2986495	HARD TO SAY. EASY TO WEAR

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

OP \$265.00 4510681

Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 08/21/2019

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. TSC Apparel, LLC
- 2. Ouray Sportswear, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. LLC-OH; 2. LLC-CO
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 21, 2019

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FMP Agency Services, LLC

Street Address: 21 Custom House Street, 10th Floor

City: Boston

State: MA

Country: USA Zip: 02110

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

August 21, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to or in connection with this Agreement or any other Security Document, and the exercise of any right or remedy by the Agent hereunder or thereunder in respect of the Collateral are subject to the provisions of that certain Intercreditor Agreement dated as of August 21, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), between Bank of America, N.A., as the First Lien Agent, and Agent, as the Second Lien Agent, and acknowledged by the Obligors. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any other Security Document, the terms of the Intercreditor Agreement shall control.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2019 (this “Agreement”), is made by TSC Apparel, LLC, an Ohio limited liability company, and Ouray Sportswear, LLC, a Colorado limited liability company (together, the “Grantors”), in favor of FMP Agency Services, LLC, as collateral agent (in such capacity, “Agent”). Reference is made to the Second Lien Note Purchase and Security Agreement dated as of August 21, 2019 (as amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”), by, among others, the Grantors, as Issuers (defined therein), the Purchasers (defined therein) from time to time party thereto and Agent.

WHEREAS, the Purchasers have agreed to purchase Notes from the Issuers subject to the terms and conditions set forth in the Purchase Agreement. The obligation of the Purchasers to purchase such Notes is conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, the Grantors will derive substantial benefits from such issuance and sale of Notes pursuant to the Purchase Agreement and are willing to execute and deliver this Agreement in order to induce Purchasers to purchase such Notes. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Purchase Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor pursuant to the Purchase Agreement did, and hereby does, grant to Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks listed on Schedule I hereto;
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Furtherance of Interests. The security interests granted to Agent herein are granted in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Purchase Agreement and the other Financing Documents. The Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Purchase Agreement and the other Financing Documents, 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 Purchase Agreement, the terms of the Purchase Agreement shall govern. This Agreement is a Financing Document.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

GRANTORS:

TSC APPAREL, LLC, as Grantor

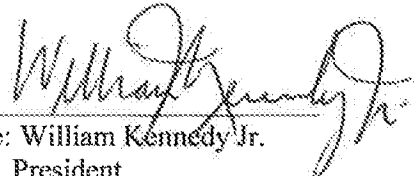
By: Tiffany Kosch
Name: Tiffany Kosch
Title: Vice President, Assistant
Treasurer, Assistant Secretary

OURAY SPORTSWEAR, LLC, as Grantor

By: Tiffany Kosch
Name: Tiffany Kosch
Title: Vice President, Assistant
Treasurer, Assistant Secretary

Acknowledged and Agreed by:

FMP AGENCY SERVICES, LLC,
as Agent

By: 
Name: William Kennedy Jr.
Title: President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations and Applications

Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Owner	Cutoff Status
EL-LO	4,510,681	Reg. Date: 04/08/2014	TSC Apparel, LLC	Registered
TSC Apparel & Design [swoosh]	2,863,091	Reg. Date: 07/13/2004	TSC Apparel, LLC	Registered
TULTEX	1,420,194	Reg. Date: 12/09/1986	TSC Apparel, LLC	Registered
TULTEX	1,733,245	Reg. Date: 11/17/1992	TSC Apparel, LLC	Registered
TULTEX	4,408,139	Reg. Date: 09/24/2013	TSC Apparel, LLC	Registered
OURAY	2,271,077	Reg. Date: 08/17/1999	Ouray Sportswear, LLC	Registered
OURAY (& design)	2,271,078	Reg. Date: 08/17/1999	Ouray Sportswear, LLC	Registered
OURAY	2,256,709	Reg. Date: 06/29/1999	Ouray Sportswear, LLC	Registered
FEEL THE DIFFERENCE	3,121,978	Reg. Date: 07/25/2006	Ouray Sportswear, LLC	Registered
HARD TO SAY. EASY TO WEAR	2,986,495	Reg. Date: 08/16/2005	Ouray Sportswear, LLC	Registered