

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WS Acquisition, LLC		11/07/2019	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Centerfield Capital Partners IV, L.P.		
Street Address:	3000 Market Tower, 10 W. Market Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88634280	CREW BOSS	
Serial Number:	88632912	SNAPTANK	
Serial Number:	88658026	GATEKEEPER	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	One American Square, Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	11/11/2019		
Total Attachments: 6			
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THE RIGHTS OF THE HOLDER OF THIS AGREEMENT OR INSTRUMENT TO RECEIVE PAYMENT ARE SUBJECT AND SUBORDINATE TO THE PAYMENT OF ALL OBLIGATIONS OF WSS GLOBAL, INC., CB GARMENT, INC., WS ACQUISITION, LLC, WESTERN SHELTER EXPORT, INC., RTI DGE, LLC AND GCP III WS HOLDINGS, LLC TO THE HUNTINGTON NATIONAL BANK AND ITS SUCCESSORS OR ASSIGNS, AND THE VARIOUS FINANCIAL INSTITUTIONS FROM TIME TO TIME PARTIES TO THE SENIOR DEBT DOCUMENTS, PURSUANT TO THE TERMS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF THE DATE HEREOF.

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of November 7, 2019 between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Centerfield Capital Partners IV, L.P., a Delaware limited partnership, as Agent for the Purchasers (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Senior Subordinated Notes Purchase Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Purchase Agreement") by and among WSS Global, Inc., a Delaware corporation, CB Garment, Inc., a Delaware corporation, WS Acquisition, LLC, an Oregon limited liability company, Western Shelter Export, Inc., an Oregon corporation and RTI DGE, LLC, an Oregon limited liability company (collectively with the other Subsidiaries which from time to time become Borrowers thereunder, the "Borrowers"), Secured Party and CCP IV-SBIC, L.P., a Delaware limited partnership (individually a "Purchaser", and collectively the "Purchasers") and Secured Party, the Purchasers has agreed, subject to the satisfaction of certain terms and conditions, to issue Notes to the Borrower jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Purchase Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of as of the date hereof to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to issuing the Notes under the Purchase Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Purchase Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Secured Party to issue the Notes to the Borrower pursuant to the Purchase Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c);

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license; and

(f) and excluding all "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an

Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral 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 the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Purchase Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Purchase Agreement, provided that the requisite Purchasers under such Purchase Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Purchaser in accordance with the Purchase Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Operative Documents, etc. This Agreement is an Operative Document executed pursuant to the Purchase Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Purchase Agreement.

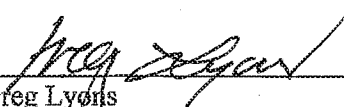
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

WS ACQUISITION, LLC

By: 
Name: Greg Lyons
Its: Chief Financial Officer


Signature Page to Agreement (Trademark)

SECURED PARTY:

**CENTERFIELD CAPITAL PARTNERS IV,
L.P., as Agent**

By: Centerfield Capital Partners IV, LLC,
as General Partner

By: Centerfield Management IV, Inc., its
manager

By: 
Name: Michael A. Miller
Title: Vice-President

Signature Page to Agreement (Trademark)

TRADEMARK
REEL: 006793 FRAME: 0764

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
CREW BOSS	88/634280	9/27/19	n/a	n/a	WS Acquisition, LLC (an Oregon LLC)
SNAPTANK	88/632912	9/26/19	n/a	n/a	WS Acquisition, LLC (an Oregon LLC)
GATEKEEPER	88/658026	10/17/19	n/a	n/a	WS Acquisition, LLC (an Oregon LLC)