

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lakeshirts LLC		12/23/2019	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC		
Street Address:	111 S. Wacker Drive		
Internal Address:	36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4072701	LAKESHIRTS	
Registration Number:	4421395	BLUE 84	
Registration Number:	3699375	LAKEGIRL	
Registration Number:	3062427	LAKEGIRL	
Registration Number:	3411417	LAKEGIRL	
Registration Number:	3494644	LAKEGIRL	
Registration Number:	3547503	LAKEGIRL	
Registration Number:	3941889	LAKEGIRL	
Registration Number:	3941890	LAKEGIRL	
Registration Number:	4539913	LAKEGIRL	
Registration Number:	4548808	LAKEGIRL	
Registration Number:	5151224	LAKEGIRL	
Registration Number:	4364750	LAKEGIRL	
Registration Number:	5471086	LAKEGIRL	
Registration Number:	5800313	LAKEGIRL	
Registration Number:	4662557	TGT	
Registration Number:	5619343	GENUINE PIGMENT DYED	
Registration Number:	5252457	DOCKBOY	
TRADEMARK			

CH \$615.00 4072701

Property Type	Number	Word Mark
Registration Number:	5308079	LAKEBABY
Serial Number:	87721520	LAKESHIRTS LIFE'S BETTER IN A T-SHIRT
Serial Number:	88243385	RESERVE 84
Serial Number:	88226684	RIVERGIRL
Serial Number:	88199249	RIVERGIRL
Serial Number:	87721573	LAKESHIRTS MAKING PEOPLE LOOK BETTER SIN

CORRESPONDENCE DATA

Fax Number: 3127069000
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: 312-701-8352
Email: ejpalmer@mayerbrown.com, mdecember@mayerbrown.com
Correspondent Name: Erick J. Palmer
Address Line 1: P.O. Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:	Erick J. Palmer
SIGNATURE:	/EJP/
DATE SIGNED:	12/30/2019

Total Attachments: 6
source=Twin Brook_Lakeshirts - Trademark Security Agreement#page1.tif
source=Twin Brook_Lakeshirts - Trademark Security Agreement#page2.tif
source=Twin Brook_Lakeshirts - Trademark Security Agreement#page3.tif
source=Twin Brook_Lakeshirts - Trademark Security Agreement#page4.tif
source=Twin Brook_Lakeshirts - Trademark Security Agreement#page5.tif
source=Twin Brook_Lakeshirts - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2019, is made by the undersigned (“**Grantor**”), in favor of Twin Brook (“**Twin Brook**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 23, 2019 (as the same may be amended, restated, amended and restated supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among (i) CPC LAKESHIRTS ACQUISITION LLC, a Delaware limited liability company (“**CPC Acquisition**”), LAKESHIRTS LLC, a Minnesota limited liability company (“**Lakeshirts**”), LAKESHIRTS SCREEN PRINTING & EMBROIDERY LLC, a Minnesota limited liability company (“**Screen Printing**”), DOGHOUSE DYEWORKS, LLC, a Minnesota limited liability company (“**Dog House**”), EAST SHORE GARMENT COMPANY, LLC, a Minnesota limited liability company (“**East Shore**”, and together with CPC Acquisition, Lakeshirts, Screen Printing, and Dog House, collectively the “**Borrowers**” and each individually, a “**Borrower**”), (ii) CPC LAKESHIRTS HOLDINGS LLC, a Delaware limited liability company (“**CPC Holdings**”) and LAKESHIRTS HOLDINGS, INC., a Delaware corporation (“**Lakeshirts Holdings**”), (iii) the other Credit Parties from time to time party thereto, (iv) the Lenders and the L/C Issuers from time to time party thereto and (v) Twin Brook, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of

its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the 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.

Notwithstanding the foregoing, the Trademark Collateral shall not include Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The term of this Trademark Security Agreement shall be coterminous with the Guaranty and Security Agreement. In the event that any provision of the Guaranty and Security Agreement conflicts with this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

LAKESHIRTS LLC,
as Grantor

By: 
Name: Michael Hutchinson
Title: Co-Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

**TWIN BROOK CAPITAL PARTNERS,
LLC,**
as Agent

By: _____
Name:
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006827 FRAME: 0569**

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

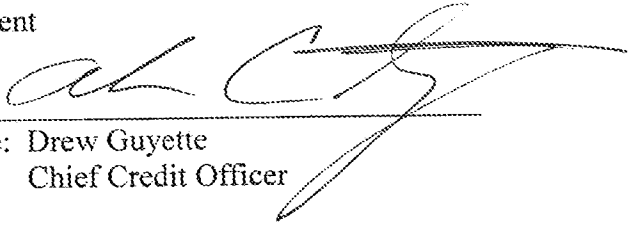
Very truly yours,

LAKESHIRTS LLC,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

**TWIN BROOK CAPITAL PARTNERS,
LLC,**
as Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006827 FRAME: 0570

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademarks REGISTERED TRADEMARKS - ®	REGISTRATION NO.	REGISTERED DATE	GRANTOR
LAKESHIRTS	4072701	December 20, 2011	Lakeshirts LLC
Blue 84	4421395	October 22, 2013	Lakeshirts LLC
LAKEGIRL	3699375	October 20, 2009	Lakeshirts LLC
LAKEGIRL	3062427	February 28, 2006	Lakeshirts LLC
LAKEGIRL	3411417	April 15, 2008	Lakeshirts LLC
LAKEGIRL	3494644	September 2, 2008	Lakeshirts LLC
LAKEGIRL	3547503	December 16, 2008	Lakeshirts LLC
LAKEGIRL	3699375	October 20, 2009	Lakeshirts LLC
LAKEGIRL	3941889	April 5, 2011	Lakeshirts LLC
LAKEGIRL	3941890	April 5, 2011	Lakeshirts LLC
LAKEGIRL	4539913	May 27, 2014	Lakeshirts LLC
LAKEGIRL	4548808	June 10, 2014	Lakeshirts LLC
LAKEGIRL	5151224	February 28, 2017	Lakeshirts LLC
LAKEGIRL	4364750	July 9, 2013	Lakeshirts LLC
LAKEGIRL	5471086	May 15, 2018	Lakeshirts LLC
LAKEGIRL	5800313	July 9, 2019	Lakeshirts LLC

TGT	4662557	December 30, 2014	Lakeshirts LLC
Genuine Pigment Dyed	5619343	November 27, 2018	Lakeshirts LLC
DOCKBOY	5252457	July 25, 2017	Lakeshirts LLC
LAKEBABY	5308079	October 10, 2017	Lakeshirts LLC

2. TRADEMARK APPLICATIONS

TRADEMARKS APPLICATIONS	APPLICATION SERIAL NO.	FILING DATE	GRANTOR
LAKESHIRTS LIFE'S BETTER IN A T-SHIRT	87721520	December 14, 2017	Lakeshirts LLC
RESERVE 84	88243385	Filed December 27, 2018	Lakeshirts LLC
RIVERGIRL	88226684	Filed December 12, 2018	Lakeshirts LLC
RIVERGIRL	88199249	Filed November 19, 2018	Lakeshirts LLC
LAKESHIRTS MAKING PEOPLE LOOK BETTER SINCE 1994 (Stylized)	87721573	Filed December 14, 2017	Lakeshirts LLC