

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Frontier Yarns, Inc.		12/31/2019	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRUIST BANK		
<b>Street Address:</b>	214 N. Tryon Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4462330	FRONTIER	
<b>Registration Number:</b>	4465547	FRONTIER SPINNING MILLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9197831075		
<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>			
<b>Phone:</b>	919 783-1017		
<b>Email:</b>	estevens@poyners.com		
<b>Correspondent Name:</b>	Eric Stevens		
<b>Address Line 1:</b>	301 Fayetteville Street		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>NAME OF SUBMITTER:</b>	Eric Stevens		
<b>SIGNATURE:</b>	/Eric Stevens/		
<b>DATE SIGNED:</b>	01/03/2020		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") dated as of December 31, 2019 by and among FRONTIER YARNS, INC., a North Carolina corporation (the "Grantor"), to and for the benefit of TRUIST BANK, a North Carolina banking corporation (the "Secured Party").

This Agreement is executed pursuant to the terms of (a) the Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Grantor and the Secured Party, and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor in favor of the Secured Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each trademark listed on Schedule A;
- (ii) each trademark license, including, without limitation, each trademark license listed on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any trademark, including, without limitation, any trademark listed on Schedule A or under any trademark licensed under any trademark license including, without limitation, any trademark license listed on Schedule B, (b) injury to the goodwill associated with any trademark or (c) breach or enforcement of any trademark license; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**FRONTIER YARNS, INC.,**  
a North Carolina corporation

By: Barbara F. Walton

Name: Barbara F. Walton

Title: Executive Vice President and Chief  
Financial Officer

Balkida H. Commins  
Notary Public  
Hemlock County, NC  
My Commission Expires February 4, 2023

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006831 FRAME: 0181**

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA  
COUNTY OF Lee

On this, the 31<sup>st</sup> day of December, 2019, before me, a Notary Public, the undersigned officer, Barbara F. Walton, personally came before me this day and acknowledged herself to be the Executive Vice President and Chief Financial Officer of FRONTIER YARNS, INC., A NORTH CAROLINA CORPORATION, and that she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said company.

Witness my hand and official seal this 31<sup>st</sup> day of December, 2019.


(Official Seal)

Belinda N. Cummings  
Official Signature of Notary  
Notary's printed or typed name  
Notary Public

My commission expires: 2/4/2023  
AFFIX SEAL.



Agreed and Accepted as of the 31st day of  
December, 2019.

**TRUIST BANK,**  
a North Carolina banking corporation

By:   
Name: James L. Keen  
Title: Senior Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Registration Number	Class Numbers	Record Owner
	4,462,330	23	Frontier Yarns, Inc. <sup>1</sup>
	4,465,547	40	Frontier Yarns, Inc.*

<sup>1</sup>\*As successor in interest to Frontier Spinning Mills, Inc. by way of an asset purchase pursuant to that certain Asset Purchase Agreement dated as of even date herewith among Frontier Spinning Mills, Inc., a North Carolina corporation, as the "Seller", Frontier Yarns, Inc., a North Carolina corporation, as the "Buyer", and Frontier Spinning Mills Holding, LLC, a Delaware limited liability company.

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None