

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance, LLC		12/06/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Phoenix Sanford, LLC		
Street Address:	306 W. McIntosh St		
City:	Sanford		
State/Country:	NORTH CAROLINA		
Postal Code:	27330		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4462330	FRONTIER	
Registration Number:	4465547	FRONTIER SPINNING MILLS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9197878880		
Email:	trademark@manningfulton.com		
Correspondent Name:	Tyler J Demasky		
Address Line 1:	PO Box 20389		
Address Line 4:	Raleigh, NORTH CAROLINA 27619		
NAME OF SUBMITTER:	Tyler J. Demasky		
SIGNATURE:	/Tyler J. Demasky/		
DATE SIGNED:	12/23/2019		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS AGREEMENT

This Assignment of Trademarks Agreement (this “**Agreement**”) is dated as of December 6, 2019 and effective as of October 10, 2019 by Cerberus Business Finance, LLC (“**Cerberus**”), as former administrative agent and collateral agent under the Loan Agreement (as defined below), in favor of Phoenix Sanford, LLC (“**Phoenix**”), as successor administrative agent and collateral agent for the Lenders (as defined below) now or hereafter party to the Loan Agreement. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of April 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Loan Agreement**”) among Frontier Spinning Mills, Inc., a Delaware corporation (“**Grantor**”), Frontier Spinning Mills Holding LLC (f/k/a Frontier Spinning Mills Holding Corp.), a Delaware limited liability company, the lenders from time to time party thereto (the “**Lenders**”) and Cerberus, as administrative and collateral agent for the Lenders, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, the Grantor entered into a Trademark Security Agreement, dated as of April 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Trademark Security Agreement**”), pursuant to which the Grantor granted to Cerberus, in its capacity as Agent for the benefit of the Lenders, a security interest in all of the Grantor’s right, title and interest in, whether now owned or hereafter existing or acquired, wherever the same may be located, in all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, slogans, logos, other source or business identifiers, designs and general intangibles of a like nature, whether statutory or common law and whether or not registered, and with respect to any and all of the foregoing, including all trademarks, trademark registrations and pending trademark registration applications of the Grantor set forth on Annex I hereto (collectively, the “**Trademarks**”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark office at Reel 5507 and Frame 0562 on April 30, 2015;

WHEREAS, pursuant to that certain Agent Resignation and Appointment Agreement (the “**Successor Agent Agreement**”), dated as of October 10, 2019, Cerberus resigned as Administrative Agent and Collateral Agent for the Lenders under the Loan Agreement and irrevocably assigned and delegated to Phoenix all of its rights, authority and powers, as Administrative Agent and Collateral Agent under the Loan Documents, and Phoenix was appointed as successor Administrative Agent and Collateral Agent and vested with, and succeeded to the rights, authority and powers of the Administrative Agent and Collateral Agent under the Loan Documents; and

WHEREAS, pursuant to the Successor Agent Agreement, Cerberus transferred to Phoenix all Collateral held under the Loan Agreement and Security Agreement, including any and all of its interests in the Trademarks and the registrations thereof and applications therefor, as applicable, which heretofore had been acquired from the Grantor pursuant to the Trademark Security Agreement, and agreed to execute and deliver to Phoenix, or otherwise authorized the filing of, any amendments to financing statements or similar documents, and agreed take other such action, as would be necessary or appropriate in connection with the assignment to Cerberus of the security interests created under the Security Agreement.

NOW, THEREFORE, in consideration of the premises and agreements and provisions contained herein, Cerberus, as the former Administrative Agent and Collateral Agent, acknowledges and agrees that it has assigned and transferred unto Phoenix, as successor Administrative Agent and Collateral Agent, and Phoenix, as the successor Administrative Agent and Collateral Agent, acknowledges and agrees, that it has succeeded to, all right, title and interest in and to the Trademarks of the Grantor held by Cerberus in its capacity as former Administrative Agent and Collateral Agent, together with (i) all registrations of and applications therefor, as applicable, (ii) all reissues, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of Cerberus in its capacity as former Administrative Agent and Collateral Agent accruing thereunder or pertaining thereto, (iii) all of the goodwill of the business connected with the use of and symbolized by and associated with the Trademarks and the registrations thereof, and (iv) any right of Cerberus, in its capacity as former Administrative Agent and Collateral Agent, to sue and recover for, for any past, present and future infringement, dilution or other violation or impairment of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind held by Cerberus in its capacity as former Administrative Agent and Collateral Agent accruing thereunder or pertaining thereto throughout the world.

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

This Agreement may be executed in any number of counterparts, each which shall be deemed to be an original; but such counterparts shall constitute but one and the same instruments. Delivery of an executed counterpart of a signature page by facsimile or by e-mail transmission shall be deemed an original signature hereto.

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IN WITNESS WHEREOF, each of the parties has duly executed this agreement as of the date and year first above set forth.

CERBERUS BUSINESS FINANCE, LLC

By: 

Name: Joseph Naccarato

Title: Chief Operating Officer and Chief
Credit Officer

PHOENIX SANFORD, LLC

By: 

Name: George R. Perkins III

Title: Chief Executive Officer

TRADEMARK

REEL: 006843 FRAME: 0380

ANNEX I

TRADEMARKS

Grantor	Country	Trademark	Serial Number (Registration Number)	Filing Date (Registration Date)
Frontier Spinning Mills, Inc.	USA	FRONTIER	85940759 (4462330)	5/23/2013 (1/7/2014)
Frontier Spinning Mills, Inc.	USA	FRONTIER SPINNING MILLS	85940872 (4465547)	5/23/2013 (1/14/2014)