

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bruml Management, LLC		02/12/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Byline Bank, as Agent		
Street Address:	180 North LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5923976	TECHSTYLES	
Registration Number:	5315466		
Registration Number:	3886753	TECH KIDS	
Registration Number:	2047860	TECH STYLES	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Robert E. Horwath		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Robert E. Horwath		
SIGNATURE:	/Robert E. Horwath/		
DATE SIGNED:	02/12/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) , dated as of February 12, 2020, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the “**Agent**”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, CHARLES PRODUCTS, LLC, a Delaware limited liability company (“**Original Borrower**”), **KIAN-CPI HOLDCO, LLC**, a Delaware limited liability company (“**Parent**”), the Lenders party thereto, and the Agent are parties to that certain Revolving Credit and Term Loan Agreement, dated as of December 14, 2018, as amended by that certain First Amendment and Joinder to Revolving Credit and Term Loan Agreement dated as of the date hereof, which joins **BRUML MANAGEMENT, LLC**, a California limited liability company (“**Techstyles**,” and together with Original Borrower, individually and collectively, “**Borrower**”) as borrowers (as may be further amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”).

WHEREAS, Borrower and Parent are party to a Security Agreement dated as of December 14, 2018 in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Defined Terms**. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. **Security Interest**. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “**Collateral**”). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Incorporation by Reference**. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

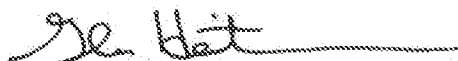
SECTION 4. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

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

GRANTORS:

BRUML MANAGEMENT, LLC, a California
limited liability company, as Grantor

By: 

Name: Glen Heitmann

Title: Chief Executive Officer

Accepted:

BYLINE BANK, as Agent

By _____

Dan Delgadillo
Managing Director

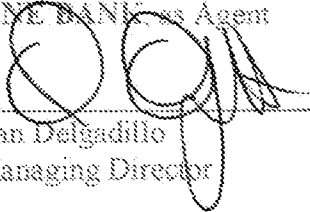


A handwritten signature in black ink, appearing to read 'DD', is written over a horizontal dotted line. The signature is stylized and overlaps the text 'Dan Delgadillo' and 'Managing Director' which is printed below the line.

EXHIBIT A

Mark	Status	Reg. No./App. No.	Reg. Date/App. No	Owner	Jurisdiction	Goods/Services
	Published for Opposition on Sept 17, 2019 – No oppositions filed – will proceed to registration	5923976	12/3/2019	Brunl Management, LLC	US	IC 025: clothing items, namely, dresses, shirts, skirts, hats, caps, visors, jackets, pajamas, pants, shoes, boots, sandals, shorts, skorts, jackets, swimwear, sweaters, socks, sweat jackets, sweatshirts, sweat pants, sweat shorts, sweat suits, t-shirts, tops
	Section 8 & 15 due between Oct 24, 2022 and Oct 24, 2024	5315466	10/24/17	Brunl Management, LLC	US	IC 025: Baseball caps and hats; Capri pants; Fleece tops; Henley shirts; Hoodies; Pullovers; Shirts; Sweatshirts; T-shirts; Tank tops
TECH KIDS	Renewal due between Dec 7, 2019 and Dec 7, 2021	3886753	12/7/10	Brunl Management, LLC	US	IC 025: Dresses; Hats; Jackets; Pajamas; Pants; Shoes; Shorts; Skorts; Socks; Sweat jackets; Sweat pants; Sweat shirts; Sweat shorts; Sweat suits; T-shirts; Top
TECH STYLES	Renewal due between Mar 25, 2026 and Mar 25, 2027	2047860	3/25/1997	Brunl Management, LLC	US	IC 025: men's, women's and children's casual clothing, namely, shirts, shorts, pants, dresses, skirts, shoes, boots, sandals, hats, caps, visors, swimwear, jackets, sweatshirts and sweaters.