

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM587130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAN MAR CORPORATION		07/15/2020	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	10800 NE 8th Street, Suite 1000		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Serial Number:	88759688	RE-FLEECE	
Serial Number:	88759698	RE-TOTE	
Serial Number:	88759710	RE-HOODIE	
Serial Number:	88759716	RE-SWEATS	
Serial Number:	88759721	RE-BAG	
Registration Number:	6069126	WHAT DO YOU WEAR ON GAME DAY?	
Serial Number:	88647005	ST	
Serial Number:	88482203	A CANVAS FOR GOOD	
Serial Number:	88482225	WE SERVE WITH CARE AND INTEGRITY, POSITI	
Serial Number:	88392399	BEACH WASH	
Serial Number:	88185538	POSI-UV	
Registration Number:	5882452	EZCOTTON	
Registration Number:	6014515	RE-TEE	
Serial Number:	87575140	HURRICANEFLEECE	
Registration Number:	5325462	TOUGH POLO	
Registration Number:	5325461	TOUGH TEE	
Registration Number:	5124197	DRI-MESH	
Registration Number:	5053608	THE CONCERT TANK	
Registration Number:	5601691	SUPER SLUB	

OP \$1340.00 88759688

Property Type	Number	Word Mark
Registration Number:	5023509	PERFECT TRI
Registration Number:	5110225	RACERMESH
Registration Number:	4791582	POSICHARGE
Registration Number:	4633818	PERFECT BLEND
Registration Number:	4514370	PERFECT WEIGHT
Registration Number:	5191444	THE CONCERT FLEECE
Registration Number:	4433761	VERY IMPORTANT TEE
Registration Number:	4641702	MICROBURN
Registration Number:	4437336	THE SUBLIMATE TEE
Registration Number:	5010414	THE CONCERT TEE
Registration Number:	4332831	WELCOME TO THE DISTRICT
Registration Number:	4269274	DISTRICT
Registration Number:	4664068	DISTRICT MADE
Registration Number:	4584723	SPORT-TEK
Registration Number:	3868667	LOGOIZER
Registration Number:	3796382	COOL RELEASE
Registration Number:	3805253	DRY ZONE
Registration Number:	3687966	RH
Registration Number:	3410030	SPORT-WICK
Registration Number:	3351051	TEKLON
Registration Number:	3328068	DRI MESH
Registration Number:	3323082	PORTFLEX
Registration Number:	3364524	R-TEK
Registration Number:	3364525	GLACIER
Registration Number:	3628910	PRECIOUS CARGO
Registration Number:	3681588	RED HOUSE
Registration Number:	3628886	PRECIOUS CARGO
Registration Number:	3535381	CORNERSTONE
Registration Number:	3283548	DISTRICT
Registration Number:	3124980	SPORT-TEK
Registration Number:	2787770	PORT AUTHORITY
Registration Number:	2690708	PORT AND COMPANY
Registration Number:	2852516	PORT AUTHORITY SIGNATURE
Registration Number:	2519993	SANMAR

CORRESPONDENCE DATA

Fax Number: 2063599000

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.

TRADEMARK

REEL: 007001 FRAME: 0017

Phone: 206-359-8000
Email: pctrademarks@perkinscoie.com
Correspondent Name: Seth H. Reagan
Address Line 1: 1201 Third Avenue, Suite 4900
Address Line 4: Seattle, WASHINGTON 98101

NAME OF SUBMITTER:	Seth H. Reagan
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SIGNATURE:	/Seth H. Reagan/
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DATE SIGNED:	07/17/2020
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Total Attachments: 9

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Notice of Grant of Security Interest in Trademark Rights (this “Agreement”) dated as of July 15, 2020, is given by SAN MAR CORPORATION, a Washington corporation (“Grantor”), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Collateral Agent for the Secured Creditors (in such capacity, the “Collateral Agent”), located at 10800 NE 8th Street, Suite 1000, Bellevue, Washington 98004.

RECITALS

A. Pursuant to that certain Second Amended and Restated Credit Agreement, dated as of the date hereof, by and among Grantor, as Borrower, the guarantors named therein, the lenders party thereto (the “Lenders”), and U.S. Bank National Association, as Administrative Agent for the Lenders (together with all amendments, supplements, exhibits and modifications thereto, the “Credit Agreement”), the Lenders have agreed to extend certain credit to Grantor upon the terms and subject to the conditions set forth therein.

B. Pursuant to that certain Note Purchase and Private Shelf Agreement, dated as of the date hereof, by and among Grantor, the guarantors named therein, and the holders of the notes party thereto (the “Note Holders”) (as amended, restated, supplemented, extended or otherwise modified from time to time, the “Note Agreement”), the Note Holders have agreed to extend certain credit to Grantor upon the terms and subject to the conditions set forth therein.

B. In connection with the Credit Agreement and Note Agreement, Grantor executed and delivered that certain Pledge and Security Agreement, dated as of the date hereof, in favor of U.S. Bank National Association, as Collateral Agent for the Secured Creditors (as such term is defined in the Intercreditor Agreement) (as amended, restated, supplemented, extended or otherwise modified from time to time, the “Security Agreement”), pursuant to which Grantor pledged and granted to Collateral Agent a continuing security interest in all trademarks owned by Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to extend credit to Grantor pursuant to the Credit Agreement and in order to induce Note Holders to extend credit to Grantor pursuant to the Note Agreement, Grantor agrees, for the benefit of Collateral Agent for the Secured Creditors as follows:

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 Credit Agreement, Note Agreement, and Security Agreement, as applicable.

2. Grant of Security Interest

Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default, assigns, transfers and conveys the trademarks listed on Schedule A attached hereto (collectively, the “Trademark Collateral”) to Collateral Agent for the benefit of the Secured Creditors, to secure payment, performance and observance by Grantor of its obligations under the Creditor Documents (as such term is defined in the Security Agreement).

3. Purpose

This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Collateral Agent for the benefit of the Secured Creditors in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement and the other Creditor Documents (and all rights and remedies of Lenders and Note Holders thereunder) shall remain in full force and effect in accordance with their terms, respectively.

4. Acknowledgment

Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent 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.

[SIGNATURE PAGE FOLLOWS]

The undersigned Grantor hereby acknowledges and agrees that the security interest in the foregoing Trademark Collateral (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any Trademark except in accordance with the Security Agreement.

GRANTOR:

SAN MAR CORPORATION,
a Washington corporation

By: 
Paul R. Whyatt
Chief Financial Officer

Schedule A

Owner/Applicant	Trademark Name	Registration/ Application Number	Registration/ Application Date	Country
San Mar Corporation	RE-FLEECE	88759688	01/15/2020	United States
San Mar Corporation	RE-TOTE	88759698	01/15/2020	United States
San Mar Corporation	RE-HOODIE	88759710	01/15/2020	United States
San Mar Corporation	RE-SWEATS	88759716	01/15/2020	United States
San Mar Corporation	RE-BAG	88759721	01/15/2020	United States
San Mar Corporation	WHAT DO YOU WEAR ON GAME DAY?	6069126	06/02/2020	United States
San Mar Corporation	ST 	88647005	10/08/2019	United States
San Mar Corporation	A CANVAS FOR GOOD	88482203	06/20/2019	United States
San Mar Corporation	WE SERVE WITH CARE AND INTEGRITY, POSITIVELY IMPACTING LIVES, TO INSPIRE PRIDE	88482225	06/20/2019	United States

Owner/Applicant	Trademark Name	Registration/ Application Number	Registration/ Application Date	Country
	AND BELONGING			
San Mar Corporation	BEACH WASH	88392399	04/18/2019	United States
San Mar Corporation	POSI-UV	88185538	11/07/2018	United States
San Mar Corporation	EZCOTTON	5882452	10/15/2019	United States
San Mar Corporation	RE-TEE	6014515	03/17/2020	United States
San Mar Corporation	HURRICANEFLEECE	87575140	08/18/2017	United States
San Mar Corporation	TOUGH POLO	5325462	10/31/2017	United States
San Mar Corporation	TOUGH TEE	5325461	10/31/2017	United States
San Mar Corporation	DRI-MESH	5124197	01/17/2017	United States
San Mar Corporation	THE CONCERT TANK	5053608	10/04/2016	United States
San Mar Corporation	SUPER SLUB	5601691	11/06/2018	United States

Owner/Applicant	Trademark Name	Registration/ Application Number	Registration/ Application Date	Country
San Mar Corporation	PERFECT TRI	5023509	08/16/2016	United States
San Mar Corporation	RACERMESH	5110225	12/27/2016	United States
San Mar Corporation	POSICHARGE	4791582	08/11/2015	United States
San Mar Corporation	PERFECT BLEND	4633818	11/04/2014	United States
San Mar Corporation	PERFECT WEIGHT	4514370	04/15/2014	United States
San Mar Corporation	THE CONCERT FLEECE	5191444	04/25/2017	United States
San Mar Corporation	VERY IMPORTANT TEE	4433761	11/12/2013	United States
San Mar Corporation	MICROBURN	4641702	11/18/2014	United States
San Mar Corporation	THE SUBLIMATE TEE	4437336	11/19/2013	United States
San Mar Corporation	THE CONCERT TEE	5010414	08/02/2016	United States
San Mar Corporation	WELCOME TO THE DISTRICT	4332831	05/07/2013	United States

Owner/Applicant	Trademark Name	Registration/ Application Number	Registration/ Application Date	Country
San Mar Corporation	DISTRICT	4269274	01/01/2013	United States
San Mar Corporation	DISTRICT MADE	4664068	12/30/2014	United States
San Mar Corporation	SPORT-TEK	4584723	08/12/2014	United States
San Mar Corporation	LOGOIZER	3868667	10/26/2010	United States
San Mar Corporation	COOL RELEASE	3796382	06/01/2010	United States
San Mar Corporation	DRY ZONE	3805253	06/22/2010	United States
San Mar Corporation	RH 	3687966	09/29/2009	United States
San Mar Corporation	SPORT-WICK	3410030	04/08/2008	United States
San Mar Corporation	TEKLON	3351051	12/11/2007	United States
San Mar Corporation	DRI MESH	3328068	10/30/2007	United States

Owner/Applicant	Trademark Name	Registration/ Application Number	Registration/ Application Date	Country
San Mar Corporation	PORTFLEX	3323082	10/30/2007	United States
San Mar Corporation	R-TEK	3364524	01/08/2008	United States
San Mar Corporation	GLACIER	3364525	01/08/2008	United States
San Mar Corporation	PRECIOUS CARGO  PRECIOUS CARGO	3628910	05/26/2009	United States
San Mar Corporation	RED HOUSE	3681588	09/08/2009	United States
San Mar Corporation	PRECIOUS CARGO	3628886	05/26/2009	United States
San Mar Corporation	CORNERSTONE	3535381	11/18/2008	United States
San Mar Corporation	DISTRICT	3283548	08/21/2007	United States
San Mar Corporation	SPORT-TEK Sport-Tek	3124980	08/01/2006	United States
San Mar Corporation	PORT AUTHORITY	2787770	12/02/2003	United States

Owner/Applicant	Trademark Name	Registration/ Application Number	Registration/ Application Date	Country
San Mar Corporation	PORT AND COMPANY	2690708	02/25/2003	United States
San Mar Corporation	PORT AUTHORITY SIGNATURE	2852516	06/15/2004	United States
San Mar Corporation	SANMAR	2519993	12/18/2001	United States