

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lakeshirts Zephyr LLC		08/31/2020	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	TWIN BROOK CAPITAL PARTNERS, LLC, as Agent		
Street Address:	111 South Wacker Drive, 36th Floor		
Internal Address:	Attn: Account Manager - Lakeshirts LLC		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5734480	TOKYODACHI	
Registration Number:	2950732	Z	
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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	19637260		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	09/01/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2020, 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 the terms of that certain Guaranty and Security Agreement dated as of December 23, 2019, 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 by way of a Joinder Agreement to the Guaranty and Security Agreement dated as of the date first above written, 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 (including, without limitation, any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed)).

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 Trademark and IP Licenses subject to a security interest hereunder.

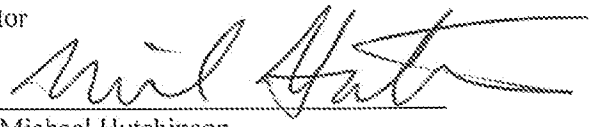
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

LAKESHIRTS ZEPHYR 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: Drew Guyette
Title: Chief Credit Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

United States Registrations

Mark	Registration No.	Jurisdiction	Registered	Expiration	Application #
TOKYODACHI	5,734,480	U.S. Trademark Registration	4/23/2019	4/23/2019	Z026.6003US1
Z Design	2,950,732	U.S. Trademark Registration	5/17/2005	5/17/2025	Z26.22-0003