

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAMKO, LLC		03/03/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	401 E. Jackson Street, Suite 2000		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33602		
Entity Type:	banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90510920	GIFTS BY DESIGN	
Registration Number:	3883501	PRODUCT PROWESS	
Registration Number:	2902632	PUBLICIDENTITY	
Registration Number:	2790983	TANGERINE	
Registration Number:	2790984	TANGERINE	
Registration Number:	3894302	WORLDWIDE SELECT	
CORRESPONDENCE DATA			
Fax Number:	3367338473		
<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:	3367213747		
Email:	Trademarkswinston@wbd-us.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	Womble Bond Dickinson (US) LLP		
Address Line 2:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	23841.0764.1		
NAME OF SUBMITTER:	Randel S. Springer		
SIGNATURE:	/Randel S. Springer/		

CH \$165.00 90510920

DATE SIGNED:	03/09/2021
---------------------	------------

Total Attachments: 6

source=Truist SGC - A-R Trademark Security Agreement - BAMKO - Executed 3-3-2021#page1.tif

source=Truist SGC - A-R Trademark Security Agreement - BAMKO - Executed 3-3-2021#page2.tif

source=Truist SGC - A-R Trademark Security Agreement - BAMKO - Executed 3-3-2021#page3.tif

source=Truist SGC - A-R Trademark Security Agreement - BAMKO - Executed 3-3-2021#page4.tif

source=Truist SGC - A-R Trademark Security Agreement - BAMKO - Executed 3-3-2021#page5.tif

source=Truist SGC - A-R Trademark Security Agreement - BAMKO - Executed 3-3-2021#page6.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 3, 2021, is made between BAMKO, LLC, a Delaware limited liability company (the “**Grantor**”), and TRUIST BANK (formerly known as Branch Banking and Trust Company), as the Secured Party (the “**Secured Party**”) and relates to certain financing or other financial accommodations made by Secured Party pursuant to the terms of that certain Second Amended and Restated Credit Agreement, dated as of February 8, 2021, by and among, *inter alios*, SUPERIOR GROUP OF COMPANIES, INC. (formerly known as Superior Uniform Group, Inc.), a Florida corporation (“**Borrower**”) and Secured Party (as the same may be amended, supplemented, replaced, amended and restated or otherwise modified from time to time, the “**Credit Agreement**”).

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered, or has previously or contemporaneously with the execution and delivery hereof become a party to, a Second Amended and Restated Security Agreement, dated as of February 8, 2021 (as the same may be amended, supplemented, replaced, amended and restated or otherwise modified from time to time, the “**Security Agreement**”);

WHEREAS, the Grantor has previously entered into a Trademark Security Agreement, dated as of May 2, 2018 (as amended, the “**Existing Trademark Security Agreement**”), and the parties hereto wish to amend and restate the Existing Trademark Security Agreement on the terms set forth herein; and

WHEREAS, pursuant to Section 4(d) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 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 (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the “**Trademark Collateral**”), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “Trademark”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Provided, that Trademark Collateral shall not include 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. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world (subject to Sections 2 and 4(d) of the Security Agreement). The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms subject to Section 4 hereof.

SECTION 4. Release of Security Interest. Upon (a) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (b) the indefeasible payment in full in cash of the Secured Obligations and the termination of the Revolving Credit Facility (as defined in the Credit Agreement), the Secured Party shall promptly upon the Grantor’s request and contemporaneously with any refinancing of the Secured Obligations, at the Grantor’s expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the

Trademark Collateral which has been granted hereunder; provided that in the case of subsection (a) above, only the Trademark Collateral sold, transferred or otherwise disposed of in accordance with the Credit Agreement shall be released.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party 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.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement.

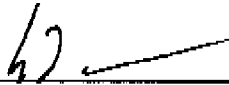
SECTION 8. Effect of Restatement. This Agreement amends and restates the Existing Trademark Security Agreement in its entirety and supersedes the Existing Trademark Security Agreement in all respects.

[Remainder of Page Intentionally Blank]

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

BAMKO, LLC,
a Delaware limited liability company

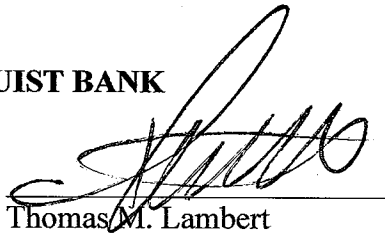
By: Superior Group of Companies, Inc.,
a Florida corporation, its Sole Member

By: 

Andrew D. Demott, Jr.,
Chief Operating Officer, Chief Financial
Officer and Treasurer

TRUIST BANK

By:

A handwritten signature in black ink, appearing to read 'T. Lambert', is written over a horizontal line.

Thomas M. Lambert
Senior Vice President

SCHEDULE I

to Trademark Security Agreement

Item A. Trademarks

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
United States	Gifts by Design	90/510920	February 4, 2021

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
United States	PRODUCT PROWESS	3883501	November 30, 2010
United States	PUBLICIDENTITY	2902632	November 16, 2004
United States	TANGERINE	2790983	December 9, 2003
United States	Tangerine in Orange Circle (upper/lower case)	2790984	December 9, 2003
United States	WORLDWIDE SELECT	3894302	December 21, 2010

Item B. Trademark Licenses

None.