

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fashion Seal Corporation		03/03/2021	Corporation: NEVADA
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: 56			
Property Type	Number	Word Mark	
Registration Number:	3832735	APPEL & BROOKS SINCE 1856	
Registration Number:	4064507	CHEF'S EDGE	
Registration Number:	4112640	CHEF'S EDGE	
Registration Number:	1074094	COMFORT IN ACTION	
Registration Number:	4151771	COOLIN' EDGE	
Registration Number:	4151772	COOLIN' EDGE	
Registration Number:	3046850	D-STAT	
Registration Number:	4190747	D-STAT PLUS	
Registration Number:	4178176	ECO	
Registration Number:	4296219	ECO	
Registration Number:	4497209	ECOPLY	
Registration Number:	2970297	FASHION BLEND	
Registration Number:	2936836	FASHION POPLIN	
Registration Number:	2943249	FASHION POPLIN	
Registration Number:	2224221	FASHION SEAL HEALTHCARE	
Registration Number:	3277572	FASHION SEAL HEALTHCARE SUPERIOR UNIFORM	
Registration Number:	3278021	FASHION SEAL HEALTHCARE SUPERIOR UNIFORM	
Registration Number:	3309100	FASHION SEAL HEALTHCARE SUPERIOR UNIFORM	
Registration Number:	3416818	FASHION SEAL UNIFORMS	

CH \$1415.00 3832735

Property Type	Number	Word Mark
Registration Number:	3885235	FASHION SHIELD
Registration Number:	4620300	FASHIONPOLY
Registration Number:	1083334	FLAME-OUT
Registration Number:	4534906	FSH
Registration Number:	5009326	HEART OF HEALTHCARE
Registration Number:	5717987	HIGH PERFORMANCE IDENTITY
Registration Number:	5921629	HPI
Registration Number:	3254826	HPI DIRECT
Registration Number:	5921630	HPI
Registration Number:	5753220	HPI HIGH PERFORMANCE IDENTITY
Registration Number:	5921631	HPI HIGH PERFORMANCE IDENTITY
Registration Number:	3056544	MARTIN'S SUPERIOR UNIFORM GROUP
Registration Number:	3074642	MARTIN'S SUPERIOR UNIFORM GROUP
Registration Number:	5413301	MOBIES
Registration Number:	2982413	PREMIUM TUNNEL FINISH
Registration Number:	2974329	PTF
Registration Number:	3002953	PTF
Registration Number:	6267000	SGC
Registration Number:	4534916	SIMPLYSOFT
Registration Number:	3096638	SUPERIOR UNIFORM GROUP
Registration Number:	3124975	SUPERIOR UNIFORM GROUP
Registration Number:	2984162	TEXTURE SHIELD
Registration Number:	5898259	TO&ST
Registration Number:	3833708	TUGS!
Registration Number:	4651198	ULTRAMAX
Registration Number:	3038466	UNIVOGUE SUPERIOR UNIFORM GROUP
Registration Number:	3096637	UNIVOGUE SUPERIOR UNIFORM GROUP
Registration Number:	4605506	WORKLON
Registration Number:	3160081	WORKLON SUPERIOR UNIFORM GROUP
Registration Number:	3160080	WORKLON SUPERIOR UNIFORM GROUP
Serial Number:	87849333	
Serial Number:	90430935	FASHION SEAL HEALTHCARE
Serial Number:	87741518	HIGH PERFORMANCE IDENTITY
Serial Number:	87803499	HIGH PERFORMANCE IDENTITY
Serial Number:	90430997	HPI
Serial Number:	87849351	SGC SUPERIOR GROUP OF COMPANIES
Serial Number:	87849369	SGC SUPERIOR GROUP OF COMPANIES

CORRESPONDENCE DATA**Fax Number:** 3367338473*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.***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/
DATE SIGNED:	03/09/2021

Total Attachments: 8

source=Truist SGC - A-R Trademark Security Agreement - Fashion Seal - Executed 3-3-2021#page1.tif
source=Truist SGC - A-R Trademark Security Agreement - Fashion Seal - Executed 3-3-2021#page2.tif
source=Truist SGC - A-R Trademark Security Agreement - Fashion Seal - Executed 3-3-2021#page3.tif
source=Truist SGC - A-R Trademark Security Agreement - Fashion Seal - Executed 3-3-2021#page4.tif
source=Truist SGC - A-R Trademark Security Agreement - Fashion Seal - Executed 3-3-2021#page5.tif
source=Truist SGC - A-R Trademark Security Agreement - Fashion Seal - Executed 3-3-2021#page6.tif
source=Truist SGC - A-R Trademark Security Agreement - Fashion Seal - Executed 3-3-2021#page7.tif
source=Truist SGC - A-R Trademark Security Agreement - Fashion Seal - Executed 3-3-2021#page8.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 FASHION SEAL CORPORATION, a Nevada corporation (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.

FASHION SEAL CORPORATION,
a Nevada corporation

By: 

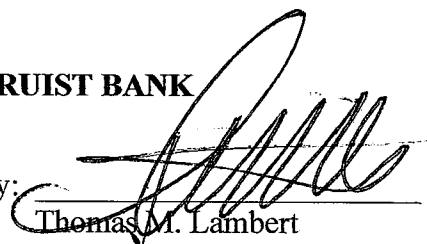
Andrew D. Demott, Jr.,
President

[Signature Page to Amended and Restated Trademark Security Agreement – Fashion Seal Corporation]

TRADEMARK
REEL: 007231 FRAME: 0690

TRUIST BANK

By:

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

Thomas M. Lambert
Senior Vice President

SCHEDULE I

to Trademark Security Agreement

Item A. Trademarks

Pending Trademark Applications

Country	Trademark	Application No.	Filing Date
United States	Chevron Design Only	87849333	March 26, 2018
United States	FASHION SEAL HEALTHCARE	90430935	December 30, 2020
United States	HIGH PERFORMANCE IDENTITY	87741518	January 3, 2018
United States	HIGH PERFORMANCE IDENTITY	87803499	February 20, 2018
United States	HPI	90430997	December 30, 2020
United States	SGC SUPERIOR GROUP OF COMPANIES	87849351	March 26, 2018
United States	SGC SUPERIOR GROUP OF COMPANIES	87849369	March 26, 2018

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
United States	Appel & Brooks Since 1856	3832735	August 10, 2010
United States	CHEF'S EDGE & Knife Design	4064507	November 29, 2011
United States	CHEF'S EDGE & Knife Design	4112640	March 13, 2012
United States	COMFORT IN ACTION	1074094	September 27, 1977
United States	COOLIN' EDGE	4151771	May 29, 2012
United States	COOLIN' EDGE	4151772	May 29, 2012
United States	D-STAT	3046850	January 17, 2006
United States	D-STAT PLUS	4190747	August 14, 2012
United States	eco & Leaf Design	4178176	July 24, 2012
United States	eco & Leaf Design	4296219	February 26, 2013
United States	EcoPoly	4497209	March 18, 2014
United States	FASHION BLEND	2970297	July 19, 2005
United States	FASHION POPLIN	2936836	March 29, 2005
United States	FASHION POPLIN	2943249	April 19, 2005
United States	FASHION SEAL HEALTHCARE	2224221	February 16, 1999
United States	FASHION SEAL HEALTHCARE	2224221	February 16, 1999
United States	Fashion Seal Healthcare SUPERIOR UNIFORM GROUP W/Healthcare Underlined	3277572	August 7, 2007

Country	Trademark	Registration No.	Registration Date
United States	Fashion Seal Healthcare SUPERIOR UNIFORM GROUP W/Healthcare Underlined	3278021	August 7, 2007
United States	Fashion Seal Healthcare SUPERIOR UNIFORM GROUP W/Healthcare Underlined	3309100	October 9, 2007
United States	FASHION SEAL UNIFORMS	3416818	April 29, 2008
United States	FASHION SHIELD	3885235	December 7, 2010
United States	FashionPoly	4620300	October 14, 2014
United States	FLAME-OUT	1083334	January 24, 1978
United States	FSH & Wavy Lines in Color	4534906	May 20, 2014
United States	HEART OF HEALTHCARE	5009326	July 26, 2016
United States	HIGH PERFORMANCE IDENTITY	5717987	April 2, 2019
United States	HPI	5921629	November 26, 2019
United States	HPI DIRECT	3254826	June 26, 2007
United States	HPI Stylized	5921630	November 26, 2019
United States	HPI Stylized High Performance Identity (Horizontal)	5753220	May 14, 2019
United States	HPI Stylized High Performance Identity (Vertical)	5921631	November 26, 2019
United States	MARTIN'S SUPERIOR UNIFORM GROUP	3056544	March 28, 2006
United States	MARTIN'S SUPERIOR UNIFORM GROUP	3074642	March 28, 2006
United States	MOBIES	5413301	February 27, 2018
United States	PREMIUM TUNNEL FINISH	2982413	August 2, 2005
United States	PTF	2974329	July 19, 2005
United States	PTF (Stylized)	3002953	September 27, 2005
United States	SGC	6267000	February 9, 2021
United States	SIMPLYSOFT	4534916	May 20, 2014
United States	Superior UNIFORM GROUP W/Superior Underlined	3096638	May 23, 2006
United States	Superior UNIFORM GROUP W/Superior Underlined	3124975	August 1, 2006
United States	TEXTURE SHIELD	2984162	August 9, 2005
United States	TO&ST Stylized	5898259	October 29, 2019
United States	TUGS!	3833708	August 17, 2010
United States	ULTRAMAX	4651198	December 9, 2014
United States	UniVogue SUPERIOR UNIFORM GROUP	3038466	January 3, 2006

Country	Trademark	Registration No.	Registration Date
	W/UniVogue Underlined		
United States	UniVogue SUPERIOR UNIFORM GROUP W/UniVogue Underlined	3096637	May 23, 2006
United States	WORKLON	4605506	September 16, 2014
United States	WORKLON SUPERIOR UNIFORM GROUP	3160081	October 17, 2006
United States	Worklon SUPERIOR UNIFORM GROUP W/Worklon Underlined	3160080	October 17, 2006

Item B. Trademark Licenses

None.