

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639790

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900601181

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CID Resources, Inc.		03/03/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Truist Bank
Street Address:	401 E. Jackson Street, Suite 2000
City:	Tampa
State/Country:	NORTH CAROLINA
Postal Code:	33602
Entity Type:	banking corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	5954105	#WONDERWINKSTER
Registration Number:	4723433	FOUR-STRETCH 4
Registration Number:	5487805	I
Registration Number:	5487806	I WONDERWINK
Registration Number:	5277554	ROYAL LANE
Registration Number:	5556443	TORI & BELLE
Registration Number:	5467168	UNIFORM UNIVERSITY
Registration Number:	5639255	W123
Registration Number:	3899588	
Registration Number:	4118414	
Registration Number:	5543536	WONDERFLEX
Registration Number:	6249590	WONDERLAB
Registration Number:	5571723	WONDERTECH
Registration Number:	5571724	WONDERTECH
Registration Number:	4235002	WONDERWINK
Registration Number:	6136200	WONDERWINK
Registration Number:	5355422	WONDERWINK FOUR-STRETCH
Registration Number:	5111155	WONDERWINK HP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5277553	WONDERWINK NEXT
Registration Number:	5762583	WONDERWINK ORIGINS
Registration Number:	6014354	WONDERWINK PRO
Registration Number:	5487304	WONDERWINK SEVEN FLEX
Registration Number:	4235001	WONDERWINK
Registration Number:	5161432	ZOE + CHLOE
Serial Number:	90354419	SCRUBSY
Serial Number:	90354200	WONDERHERO
Serial Number:	90008271	WONDERPRINTS
Serial Number:	90062293	WONDERWINK PREMIERE FLEX
Serial Number:	90062248	WONDERWINK WORKFLEX
Serial Number:	88339725	WONDERWINK INDY
Serial Number:	90062343	WONDERWINK PREMIERE FLEX
Serial Number:	90062315	WONDERWINK WORKFLEX

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: 04/16/2021

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 3, 2021, is made between CID RESOURCES, INC., a Delaware 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.

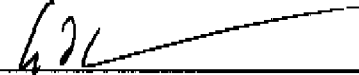
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same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

CID RESOURCES, INC.,
a Delaware corporation

By: 

Andrew D. Demott, Jr.,
Vice President

[Signature Page to Amended and Restated Trademark Security Agreement – CID Resources, Inc.]

TRADEMARK
REEL: 007255 FRAME: 0591

TRUIST BANK

By: 

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	SCRUBSY	90354419	December 2, 2020
United States	WONDERHERO	90354200	December 2, 2020
United States	WonderPrints	90008271	June 18, 2020
United States	WonderWink (upper/lower case) PREMIERE FLEX & Winking Smiley Face Design	90062293	July 20, 2020
United States	WonderWink (upper/lower case) WORKFLEX & Winking Smiley Face Design	90062248	July 20, 2020
United States	WonderWink INDY & Winking Smiley Face in Square	88339725	March 14, 2019
United States	WonderWink PREMIERE FLEX	90062343	July 20, 2020
United States	WonderWink WORKFLEX	90062315	July 20, 2020

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
United States	#WonderWinkster	5954105	January 7, 2020
United States	Four-Stretch 4 (stylized)	4723433	April 21, 2015
United States	I with Heart & Winking Smiley Face Designs in Rounded Square (stylized)	5487805	June 5, 2018
United States	I WonderWink with Heart & Winking Smiley Face Designs in Rounded Square (stylized & upper/lower case)	5487806	June 5, 2018
United States	Royal Lane (upper/lower case)	5277554	August 29, 2017
United States	TORI + BELLE	5556443	September 4, 2018
United States	UNIFORM UNIVERSITY	5467168	May 15, 2018
United States	W123	5639255	December 25, 2018
United States	Winking Smiley Face Design	3899588	January 4, 2011

Country	Trademark	Registration No.	Registration Date
United States	Winking Smiley Face Design	4118414	March 27, 2012
United States	WONDERFLEX	5543536	August 21, 2018
United States	WonderLab	6249590	January 19, 2021
United States	WONDERTECH	5571723	September 25, 2018
United States	WONDERTECH (Stylized in Black & Gray)	5571724	September 25, 2018
United States	WonderWink (upper/lower case)	4235002	October 30, 2012
United States	WonderWink (upper/lower case)	6136200	August 25, 2020
United States	WONDERWINK FOUR-STRETCH	5355422	December 12, 2017
United States	WonderWink HP (upper/lower case)	5111155	December 27, 2016
United States	WonderWink Next (upper/lower case)	5277553	August 29, 2017
United States	WONDERWINK ORIGINS	5762583	May 28, 2019
United States	WonderWink PRO & Head & Torso Design (upper & lower case)	6014354	March 17, 2020
United States	WONDERWINK SEVEN FLEX	5487304	June 5, 2018
United States	WonderWink with Winking Smiley Face Design (stylized-bold-upper/lower case)	4235001	October 30, 2012
United States	ZOE + CHLOE	5161432	March 14, 2017

Item B. Trademark Licenses

1. Trademark License Agreement, by and between CID Resources, Inc. and Carhartt, Inc., dated as of March 1, 2017.
2. Master License Agreement, by and between CID Resources, Inc. and Vera Bradley Designs, Inc., dated as of March 7, 2017.
3. Consumer Product Retail License Agreement (Contract # 11033), between Fermata Partners, LLC and CID Resources, Inc., as amended by that certain Amendment, dated effective as of January 1, 2018.
4. Trademark License and Use Agreement between Cocona, Inc. and CID Resources, Inc., dated November 5, 2017.

5. Standard Retail Product License Agreement between Collegiate Licensing Company and CID Resources, Inc., dba WonderWink, as amended by Addendum dated April 28, 2017.
6. SLC Special Agreement Regarding Labor Codes of Conduct between Collegiate Licensing Company and CID Resources, Inc., dba WonderWink, dated April 28, 2017.
7. Standard License Agreement between Learfield Licensing Partners LLC and CID Resources, Inc., dated July 18, 2016, as amended by Amendment to Renew, dated effective July 1, 2017.
8. License and Distribution Agreement between Cowboy Jungle, Inc. and CID Resources, Inc., dated March 24, 2014.