

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644338

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BELLA + CANVAS, LLC		05/04/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5494085	100% COMBED & RING-SPUN COTTON NO C.O.E.	
<b>Registration Number:</b>	4697348	100% COMBED AND RING-SPUN NO C.O.E. NO C	
<b>Registration Number:</b>	5886216	AIRLUME COTTON COMBED & RING-SPUN	
<b>Registration Number:</b>	5778349	BE DIFFERENT	
<b>Registration Number:</b>	5796734	BE DIFFERENT NO C.O.E.   NO SWEATSHOPS	
<b>Registration Number:</b>	2895709	BELLA	
<b>Registration Number:</b>	3519794	BELLA	
<b>Registration Number:</b>	4163125	BELLA	
<b>Registration Number:</b>	2668441	BELLA	
<b>Registration Number:</b>	4353773	BELLA	
<b>Registration Number:</b>	4254778	BELLA + CANVAS	
<b>Registration Number:</b>	4360648	BELLA + CANVAS	
<b>Registration Number:</b>	4360652	BELLA + CANVAS	
<b>Registration Number:</b>	4360651	BELLA + CANVAS LOS ANGELES	
<b>Registration Number:</b>	3250727	BELLA BABY	
<b>Registration Number:</b>	3293659	BELLA BABY	
<b>Registration Number:</b>	4255236	BELLABABY	
<b>Registration Number:</b>	3158111	BELLA GIRL	
<b>Registration Number:</b>	4259038	BELLA GIRL	
<b>TRADEMARK</b>			

CH \$690.00 5494085

Property Type	Number	Word Mark
Registration Number:	2902611	BELLA MATERNA
Registration Number:	2936562	BELLA MATERNA
Registration Number:	5348052	BLACK HEATHER
Registration Number:	3884550	CANVAS
Registration Number:	4360649	CANVAS
Registration Number:	6007504	FAM
Registration Number:	5241545	NOT ALL TEES ARE CREATED EQUAL
Registration Number:	5538173	SIDE-SEAM EVERY TEE

**CORRESPONDENCE DATA**

**Fax Number:** 2149813400

*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:** 214-981-3483

**Email:** dclark@sidley.com

**Correspondent Name:** Dusan Clark, Esq.

**Address Line 1:** Sidley Austin LLP

**Address Line 2:** 2021 McKinney Ave., Suite 2000

**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 36084-30111

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 05/05/2021

**Total Attachments: 5**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of May 4, 2021 by and from BELLA + CANVAS, LLC, a California limited liability company (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Color Image Apparel, Inc., a California corporation, the other Loan Parties party thereto, the Lenders party thereto and Grantee have entered into a Credit Agreement dated as of May 4, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor, the other Loan Parties and the Grantee have entered into a Pledge and Security Agreement dated May 4, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

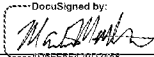
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

4) Governing Law. This Confirmatory Grant 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.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

BELLA + CANVAS, LLC

By:   
Name: Martin Matthews  
Title: Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Country	App. Number	Reg. Number	Date Filed	Reg. Date	Status
100% COMBED & RING-SPUN COTTON NO C.O.E. NO CARDED OPEN END	United States of America	87/282,115	5494085	Dec 27, 2016	Jun 12, 2018	Registered
100% COMBED AND RING-SPUN NO C.O.E. NO CARDED OPEN END	United States of America	85/575,863	4697348	March 21, 2012	March 3, 2015	Registration
AIRLUME & Design	United States of America	87/869,320	5886216	Apr 9, 2018	Oct 15, 2019	Registered
BE DIFFERENT	United States of America	87/282,100	5778349	Dec 27, 2016	Jun 18, 2019	Registered
BE DIFFERENT NO C.O.E. SWEATSHOPS W.R.A.P.....	United States of America	87/282,121	5796734	Dec 27, 2016	Jul 9, 2019	Registered
BELLA	United States of America	78/306,447	2895709	Sep 28, 2003	Oct 19, 2004	Registered
BELLA	United States of America	77/423,400	3519794	Mar 17, 2008	Oct 21, 2008	Registered
BELLA (Class 35)	United States of America	85/156,401	4163125	Oct 19, 2010	Jun 26, 2012	Registered
BELLA (Stylized)	United States of America	76/308,113	2668441	Sep 4, 2001	Dec 31, 2002	Registered
BELLA (stylized) (cl. 25)	United States of America	85/762,621	4353773	Oct 24, 2012	Jun 18, 2013	Registered
BELLA + CANVAS	United States of America	85/364,783	4254778	Jul 6, 2011	Dec 4, 2012	Registered
BELLA + CANVAS	United States of America	85/762,617	4360648	Oct 24, 2012	Jul 2, 2013	Registered
BELLA + CANVAS (stylized)	United States of America	85/762,626	4360652	Oct 24, 2012	Jul 2, 2013	Registered
BELLA + CANVAS LOS ANGELES (stylized)	United States of America	85/762,624	4360651	Oct 24, 2012	Jul 2, 2013	Registered
BELLA BABY	United States of America	78/753,670	3250727	Nov 14, 2005	Jun 12, 2007	Registered
BELLA BABY	United States of America	78/763,045	3293659	Nov 29, 2005	Sep 18, 2007	Registered
BELLA BABY(design)	United States of America	85/516,044	4255236	Jan 13, 2012	Dec 4, 2012	Registered
BELLA GIRL	United States of America	78/753,725	3158111	Nov 14, 2005	Oct 17, 2006	Registered
BELLA GIRL (stylized)	United States of America	85/487,403	4259038	Dec 5, 2011	Dec 11, 2012	Registered
BELLA MATERNA (cl 25)	United States of America	76/143,766	2902611	Oct 10, 2000	Nov 16, 2004	Registered

BELLA MATERNA (cl 35)	United States of America	76/143,767	2936562	Oct 10, 2000	Mar 29, 2005	Registered
BLACK HEATHER	United States of America	87/346,148	5348052	Feb 22, 2017	Nov 28, 2017	Registered
CANVAS (stylized)	United States of America	77/950,078	3884550	Mar 3, 2010	Nov 30, 2010	Registered
CANVAS (stylized)	United States of America	85/762,619	4360649	Oct 24, 2012	Jul 2, 2013	Registered
FAM	United States of America	88/582,286	6007504	August 16, 2019	March 10, 2020	Registration
NOT ALL TEES ARE CREATED EQUAL	United States of America	87/282,131	5241545	Dec 27, 2016	Jul 11, 2017	Registered
SIDE-SEAM EVERY TEE	United States of America	87/282,123	5538173	Dec 27, 2016	Aug 14, 2018	Registered

TRADEMARK

REEL: 007280 FRAME: 0251

RECORDED: 05/05/2021