

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAYTONA APPAREL IP LLC		05/07/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ENCINA BUSINESS CREDIT, LLC, as AGENT		
Street Address:	123 N. Wacker Drive, Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	4910243	BOX OF SOCKS	
Registration Number:	4910242	BOX OF SOX	
Registration Number:	5471191	CALVIN + CARTER	
Registration Number:	4999740	COLD AND FLU SEASON SOCKS	
Registration Number:	4899665	FIFTH AVENUE HOSIERY	
Registration Number:	4903164	FIFTH AVENUE HOSIERY	
Registration Number:	5178263	FIRST KICKS	
Registration Number:	5038273	LEG APPAREL	
Serial Number:	90556967	MODERN HERITAGE	
Serial Number:	90369299	UNDERMINE	
Registration Number:	3936354	MODERN HERITAGE	
Registration Number:	4042808	MODERN HERITAGE	
Registration Number:	4049958	MODERN HERITAGE	
Registration Number:	5470616	MODERN HERITAGE	
Serial Number:	87704629	RANSOM & BOND MOST WANTED ARRESTING LOOK	
Registration Number:	4778068	SOCK MARKET	
Registration Number:	4656513	SOCKTOPIA	
Registration Number:	5303624	THE PERFECT LIFT LEGGING	
Serial Number:	87666193	ALL GAME	
TRADEMARK			

OP \$640.00 4910243

Property Type	Number	Word Mark
Registration Number:	5449923	ALL GAME
Registration Number:	5752993	RO + ME
Registration Number:	5752992	RO + ME
Registration Number:	3566662	ROBEEZ
Registration Number:	3284267	TRUMPETTE
Registration Number:	3629799	TRUMPETTE

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Jennifer Tindie
 Address Line 1: 1025 Connecticut Ave., NW, Suite 712
 Address Line 2: COGENY GLOBAL INC.
 Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1370787
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	05/11/2021

Total Attachments: 9
 source=Scan#page2.tif
 source=Scan#page3.tif
 source=Scan#page4.tif
 source=Scan#page5.tif
 source=Scan#page6.tif
 source=Scan#page7.tif
 source=Scan#page8.tif
 source=Scan#page9.tif
 source=Scan#page10.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (this "Agreement") made as of this 7 day of May, 2021 by **DAYTONA APPAREL IP LLC**, a Delaware limited liability company ("Grantor") in favor of **ENCINA BUSINESS CREDIT, LLC**, in its capacity as agent ("Administrative Agent"), for the financial institutions (collectively, Lenders") which are now or which hereafter become a party to the Credit Agreement (as defined below):

WITNESSETH

WHEREAS, Grantor, as a borrower (sometimes referred to herein as a "Borrower"), Daytona Apparel Group LLC, a Delaware limited liability company ("Daytona Apparel" and, together with Grantor and together with any other Person joined as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), Daytona Apparel Holdings LLC, a Delaware limited liability company ("Holdings" and together with each Person joined thereto as a guarantor from time to time, collectively, the "Guarantors" and each a "Guarantor" and together with the Borrowers, collectively, the "Loan Parties" and each a "Loan Party"), Lenders, Tiger Finance, LLC, as agent for the Term Loan Lenders, and Administrative Agent are parties to that certain Revolving Credit, Term Loan, and Security Agreement, dated as of May 7, 2021 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Borrower has granted to Administrative Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrower including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrower's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Administrative Agent and Lenders shall be in addition to any rights and remedies granted under the Credit Agreement, the Other Documents, under the Uniform Commercial Code as now or hereafter in effect in the State of New York, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks (as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks) with or without judicial process upon the

occurrence of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement, of a continuing security interest in Grantor's entire right, title, and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each United States registration and application for registration for trademark and service mark listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim or cause of action by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Power of Attorney. Upon the occurrence and during the continuation of an Event of Default under the Credit Agreement, Grantor hereby covenants and agrees that Administrative Agent, as the holder of a security interest for the benefit of Lenders under the Uniform Commercial Code as now or hereafter in effect in the State of New York, may take such action permitted under the Credit Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. Grantor hereby authorizes and empowers Administrative Agent, its successors and assigns, and any officer or agent of Administrative Agent as Administrative Agent may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Administrative Agent to, solely upon the occurrence and during the continuance of an Event of Default, use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Credit Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Credit Agreement is terminated.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule I hereto constitute all Trademarks registered to Grantor as of the date of this Agreement.

5. Covenants. Except as permitted under the Credit Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Administrative Agent.

6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Administrative Agent or any Lender.


7. Governing Law. The governing law and venue provisions set forth in Section 16.1 of the Credit Agreement are incorporated herein by reference.

8. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

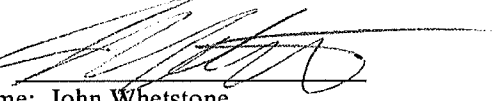
DAYTONA APPAREL IP LLC

By: 
Name: William Sweater
Title: President

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

Agreed and Accepted:

ENCINA BUSINESS CREDIT, LLC,
as Administrative Agent

By: 

Name: John Whetstone
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

TRADEMARK
REEL: 007287 FRAME: 0941

SCHEDULE I

TRADEMARK REGISTRATIONS

	Country	Serial No. Filing Date	Registration No. Registration Date	MARK	Status
1.	US	86396454 09-16-2014	4910243 03-01-2016	BOX OF SOCKS	Registered
2.	US	86396363 09-16-2015	4910242 03-01-2016	BOX OF SOX	Registered
3.	US	87471803 06-01-2017	5471191 05-15-2018	CALVIN + CARTER	Registered
4.	US	86636706 05-20-2015	4999740 07-12-2016	COLD AND FLU SEASON SOCKS	Registered
5.	US	86531525 02-11-2015	4899665 02-09-2016	FIFTH AVENUE HOSIERY	Registered
6.	US	86700816 07-22-2015	4903164 02-16-2016	FIFTH AVENUE HOSIERY	Registered
7.	US	87066030 06-09-2016	5178263 04-04-2017	FIRST KICKS	Registered
8.	US	87047908 05-24-2016	5038273 09-06-2016	LEG APPAREL	Registered
9.	US	90556967 03-03-2021		MODERN HERITAGE	Pending
10.	US	90369299		UNDERMINE	Pending

	Country	Serial No. Filing Date	Registration No. Registration Date	MARK	Status
		12-09-2020			
11.	US	7784516 12-02-2009	3936354 03-29-2011	MODERN HERITAGE	Registered
12.	US	77969651 03-26-2010	4042808 10-18-2011	MODERN HERITAGE	Registered
13.	US	77937833 02-17-2010	4049958 11-01-2011	MODERN HERITAGE	Registered
14.	US	87292102 01-06-2017	5470616 05-15-2018	MODERN HERITAGE	Registered
15.	US	87704629 12-01-2017		RANSOM & BOND MOST WANTED ARRESTING LOOKS MEN'S CREW SOCKS	Allowed
16.	US	86148139 12-19-2013	4778068 07-21-2015	SOCK MARKET	Registered
17.	US	85298894 04-19-2011	4656513 12-16-2014	SOCKTOPIA	Registered
18.	US	87291880 01-06-2017	5303624 10-03-2017	THE PERFECT LIFT LEGGING	Registered
19.	US	87666193 10-31-2017		ALL GAME	Allowed
20.	US	87318784 04-20-217	5449923 04-17-2018	ALL GAME	Registered
21.	US	87911322	5752993	RO + ME	Registered

	Country	Serial No. Filing Date	Registration No. Registration Date	MARK	Status
		05-08-2018	05-14-2019		
22.	US	87911317 05-08-2018	5752992 05-14-2019	RO + ME	Registered
23.	US	77344759 12-05-2007	3566662 01-27-2009	ROBEEZ	Registered
24.	US	76669159 1-17-2006	3284267 08-28-2007	TRUMPETTE	Registered
25.	US	77451792 04-18-2008	3629799 06-02-2009	TRUMPETTE	Registered

EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, [_____] (“Grantor”) is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof (“Trademarks”) which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement (Trademarks) dated May 7, 2021 between Grantor and Grantee, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of _____.

[_____]

By: _____
Attorney-in-fact

2722151.2