

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656818

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMAGEWEAR APPAREL CORP.		06/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Registration Number:	5391324	BULWARK EXTEND FR	
Registration Number:	5588658		
Registration Number:	5351826	PRO-OPS	
Registration Number:	6069710	ZEROSKRATCH	
Registration Number:	6069709	ZEROSKRATCH	
Registration Number:	5122398	H HORACE SMALL	
Registration Number:	6008146	MX MIMIX	
Registration Number:	5863425		
Registration Number:	5863424		
Registration Number:	6301492	MX MIMIX	
Registration Number:	5408036	RED KAP · 1923 ·	
Registration Number:	5408037	RED KAP · 1923 ·	
Registration Number:	4938439	INSIGHT	
Registration Number:	4716553	IQ	
Registration Number:	4723913	IQ SERIES	
Registration Number:	5464838	TOUCHTEX PRO	
Registration Number:	4659595	SENTRY	
Registration Number:	4941848	THERE'S NO JOB BIGGER	
Registration Number:	4960623	H	
TRADEMARK			

CH \$1540.00 5391324

Property Type	Number	Word Mark
Registration Number:	4396330	
Registration Number:	4630710	RED KAP 1923
Registration Number:	5068923	BULWARK IQ SERIES
Registration Number:	4696220	BULWARK FR
Registration Number:	4004999	DEPUTY DELUXE
Registration Number:	4115332	DONE RIGHT
Registration Number:	3463474	
Registration Number:	3886557	LINDEN GREY
Registration Number:	3451136	CHEF DESIGNS
Registration Number:	3227238	
Registration Number:	3158768	BULWARK
Registration Number:	3703598	COMFORTOUCH
Registration Number:	3713416	EXCEL FR
Registration Number:	3706994	EXCEL FR
Registration Number:	3228563	WORK NMOTION
Registration Number:	3150516	RED KAP SINCE 1923
Registration Number:	3051744	HORACE SMALL
Registration Number:	2976146	LITEFX
Registration Number:	3058253	RED KAP
Registration Number:	3032916	DURASTRIPE
Registration Number:	2943062	TOUCHTEX II
Registration Number:	2898240	AUTHENTIC FIRE STATION
Registration Number:	2973122	AUTHENTIC RK DENIM SINCE 1923
Registration Number:	2788942	DEPUTY
Registration Number:	2669330	HORACE SMALL
Registration Number:	2656731	NEW GENERATION
Registration Number:	2447978	EXCEL-FR
Registration Number:	2466505	COOLTOUCH
Registration Number:	2480665	COMFORTOUCH
Registration Number:	1900750	PERFORMANCE KNIT
Registration Number:	1827315	BULWARK
Registration Number:	1826220	BULWARK
Registration Number:	1771556	SENTINEL
Registration Number:	1758476	RED KAP
Registration Number:	1767512	NEW DIMENSION
Registration Number:	1722127	COOL-FLEX
Registration Number:	1723943	HONOUR CORPS
Registration Number:	1351851	DURA-KAP

Property Type	Number	Word Mark
Registration Number:	1344704	
Registration Number:	1359300	RED KAP INDUSTRIES
Registration Number:	1161322	IMAGE WEAR
Registration Number:	868826	RED-E-PREST

CORRESPONDENCE DATA

Fax Number: 2124552502
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: (212)455-3605
Email: ksolomon@stblaw.com
Correspondent Name: GENEVIEVE DORMENT, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2346
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	06/29/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified, this "Agreement"), by and between IMAGEWEAR APPAREL CORP., a Delaware corporation (the "Grantor") and JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent (together with any successor collateral agent permitted by the terms of the Credit Agreement referenced below, the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement, dated as of June 28, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantors (as defined therein) and the Collateral Agent. The Lenders have agreed to extend credit to RCI Tide Parent, LLC, a Delaware limited liability company, subject to the terms and conditions set forth in the Credit Agreement referred to in the Collateral Agreement. The Grantor will derive substantial benefits from the extensions of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings specified in the Collateral Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as applicable, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all right, title and interest in, to or under all of the following assets and properties of the Grantor now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future acquires any right, title or interest (in each case, excluding any Excluded Asset, collectively, the "Trademark Collateral"):

- (a) all United States Trademarks, including those United States Trademarks listed on Schedule I;
- (b) any and all claims for damages and injunctive relief for past, present and future infringement, misuse or misappropriation or other violation with respect to any such Trademarks, with the right, but not the obligation to sue for and collect or otherwise recover, such damages; and
- (c) all Proceeds and products of all such Trademarks and all collateral security, supporting obligations and guarantees given by any Person with respect to any such Trademarks.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the payment in full of the Obligations and the termination of the Collateral Agreement, at the request of the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the

collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which constitute an original but all of which when taken together shall constitute a single contract.

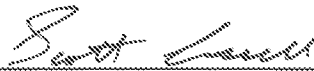
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IMAGEWEAR APPAREL CORP., as Grantor

By: 
Name: Scott Cassell
Title: Chief Financial Officer and Treasurer

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: 
Name: Antje Focke
Title: Executive Director

[Signature to Trademark Security Agreement]

TRADEMARK
REEL: 007339 FRAME: 0862

Schedule I

TRADEMARKS OWNED BY GRANTOR

[See Attached]

Schedule I-1

ANNEX I

Trademarks

Mark	Application Date	Application number	Registration Date	Registration Num. Ref.	Applicant/Owner
BULWARK EXTEND FR and Design	06-Jul-2017	87517884	30-Jan-2018	5391324	Imagewear Apparel Corp.
Design placement of Polygon patch on sleeve	09-Jan-2017	87293756	23-Oct-2018	5588658	Imagewear Apparel Corp.
PRO-OPS	27-Oct-2016	87218037	05-Dec-2017	5351826	Imagewear Apparel Corp.
ZEROSKRATCH	13-Oct-2016	87201776	02-Jun-2020	6069710	Imagewear Apparel Corp.
ZEROSKRATCH & Design	13-Oct-2016	87201713	02-Jun-2020	6069709	Imagewear Apparel Corp.
H HORACE SMALL & Design (Color)	12-May-2016	87034952	17-Jan-2017	5122398	Imagewear Apparel Corp.
MIMIX & Design	24-Mar-2016	86951560	10-Mar-2020	6008146	Imagewear Apparel Corp.
Circle Design (B&W)	08-Feb-2016	86900846	17-Sep-2019	5863425	Imagewear Apparel Corp.
Circle Design (Color)	08-Feb-2016	86900815	17-Sep-2019	5863424	Imagewear Apparel Corp.
MIMIX & Design	29-Jan-2016	86890778	23-Mar-2021	6301492	Imagewear Apparel Corp.

RED KAP 1923 & Shield Design (B&W)	14-Jan-2016	86875486	20-Feb-2018	5408036	Imagewear Apparel Corp.
RED KAP 1923 & Shield Design (Color)	14-Jan-2016	86875516	20-Feb-2018	5408037	Imagewear Apparel Corp.
INSIGHT	19-Jun-2015	86668369	12-Apr-2016	4938439	Imagewear Apparel Corp.
IQ (Stylized)	04-Nov-2014	86443880	07-Apr-2015	4716553	Imagewear Apparel Corp.
IQ SERIES	04-Nov-2014	86443843	21-Apr-2015	4723913	Imagewear Apparel Corp.

TOUCHTEX PRO	03-Nov-2014	86442848	08-May-2018	5464838	Imagewear Apparel Corp.
SENTRY	15-May-2014	86282303	23-Dec-2014	4659595	Imagewear Apparel Corp.
THERE'S NO JOB BIGGER	31-Jan-2014	86181059	19-Apr-2016	4941848	Imagewear Apparel Corp.

H & Shield Design	18-Sep-2013	86067773	17-May-2016	4960623	Imagewear Apparel Corp.
cap design 2008	18-Apr-2013	85907932	03-Sep-2013	4396330	Imagewear Apparel Corp.
RED KAP 1923 & Design	18-Apr-2013	85907808	04-Nov-2014	4630710	Imagewear Apparel Corp.
BULWARK IQ SERIES	23-Jan-2013	85830236	25-Oct-2016	5068923	Imagewear Apparel Corp.
BULWARK FR and Triangle Design BW 2011	15-Aug-2011	85398130	03-Mar-2015	4696220	Imagewear Apparel Corp.
DEPUTY DELUXE	30-Jun-2010	85074950	02-Aug-2011	4004999	Imagewear Apparel Corp.
DONE RIGHT	23-Jul-2009	77788064	20-Mar-2012	4115332	Imagewear Apparel Corp.
Miscellaneous Design (chef designs logo)	23-Mar-2007	77138979	08-Jul-2008	3463474	Imagewear Apparel Corp.
LINDEN GREY	19-Jan-2007	77086273	07-Dec-2010	3886557	Imagewear Apparel Corp.
CHEF DESIGNS and Design (vertical U.S.)	21-Mar-2006	78841889	17-Jun-2008	3451136	Imagewear Apparel Corp.
Miscellaneous Design (Turret/Flash Fire)	01-Feb-2006	78804119	10-Apr-2007	3227238	Imagewear Apparel Corp.
BULWARK	25-Jan-2006	78798847	17-Oct-2006	3158768	Imagewear Apparel Corp.
COMFORTOUCH	26-Aug-2005	78701517	27-Oct-2009	3703598	Imagewear Apparel Corp.
EXCEL FR	26-Aug-2005	78701535	17-Nov-2009	3713416	Imagewear Apparel Corp.

EXCEL FR & Design	26-Aug-2005	78701589	03-Nov-2009	3706994	Imagewear Apparel Corp.
WORK NMOTION	17-Nov-2004	78518201	10-Apr-2007	3228563	Imagewear Apparel Corp.
RED KAP SINCE 1923 & Design	19-Oct-2004	78502114	03-Oct-2006	3150516	Imagewear Apparel Corp.
HORACE SMALL	03-Jun-2004	78429474	24-Jan-2006	3051744	Imagewear Apparel Corp.
LITEFX	03-Jun-2004	78429485	26-Jul-2005	2976146	Imagewear Apparel Corp.
RED KAP	03-Jun-2004	78429415	07-Feb-2006	3058253	Imagewear Apparel Corp.
DURASTRIPE	05-Dec-2003	78336830	20-Dec-2005	3032916	Imagewear Apparel Corp.
TOUCHTEX II	02-Sep-2003	78294848	19-Apr-2005	2943062	Imagewear Apparel Corp.
AUTHENTIC FIRE STATION	27-Mar-2003	78230568	26-Oct-2004	2898240	Imagewear Apparel Corp.
AUTHENTIC RK DENIM SINCE 1923	27-Mar-2003	78230569	19-Jul-2005	2973122	Imagewear Apparel Corp.
DEPUTY	08-Jan-2003	78201243	02-Dec-2003	2788942	Imagewear Apparel Corp.
HORACE SMALL	11-Mar-2002	78113897	31-Dec-2002	2669330	Imagewear Apparel Corp.
NEW GENERATION	27-Feb-2002	78111353	03-Dec-2002	2656731	Imagewear Apparel Corp.
EXCEL-FR	01-Jun-2000	76060860	01-May-2001	2447978	Imagewear Apparel Corp.
COOLTOUCH	10-Aug-1999	75772236	03-Jul-2001	2466505	Imagewear Apparel Corp.
COMFORTOUCH	05-Aug-1999	75768296	21-Aug-2001	2480665	Imagewear Apparel Corp.

PERFORMANCE KNIT	24-May-1994	74528728	20-Jun-1995	1900750	Imagewear Apparel Corp.
BULWARK & Design (Turret/Flash Fire)	25-May-1993	74394378	22-Mar-1994	1827315	Imagewear Apparel Corp.

BULWARK (STYL- IZED)	25-May-1993	74394379	15-Mar-1994	1826220	Imagewear Apparel Corp.
SENTINEL	25-Aug-1992	74307545	18-May-1993	1771556	Imagewear Apparel Corp.
RED KAP	03-Aug-1992	74300489	16-Mar-1993	1758476	Imagewear Apparel Corp.
NEW DIMENSION	02-Mar-1992	74251278	27-Apr-1993	1767512	Imagewear Apparel Corp.
COOL-FLEX	11-Feb-1992	74245480	06-Oct-1992	1722127	Imagewear Apparel Corp.
HONOUR CORPS	11-Feb-1992	74245478	13-Oct-1992	1723943	Imagewear Apparel Corp.
DURA-KAP	10-Jan-1985	73516931	30-Jul-1985	1351851	Imagewear Apparel Corp.
CAP DESIGN	04-Oct-1984	73502426	25-Jun-1985	1344704	Imagewear Apparel Corp.
RED KAP INDUS- TRIES & Design	14-Sep-1984	73499477	10-Sep-1985	1359300	Imagewear Apparel Corp.
IMAGE WEAR	06-Aug-1976	73095900	14-Jul-1981	1161322	Imagewear Apparel Corp.
RED-E-PREST	23-Dec-1966	72261349	29-Apr-1969	868826	Imagewear Apparel Corp.