

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhone Apparel, Inc.		10/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LCGP3 Poseidon, L.P.		
Street Address:	599 W. Putnam Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4551400	RHONE	
Registration Number:	4789837		
Registration Number:	5098527	XXX	
Registration Number:	5211674	SILVERTECH	
Registration Number:	5967773	GOLDFUSION	
Serial Number:	87470882	FLEX-KNIT	
Serial Number:	88676520	RHONE COMMUTER	
Serial Number:	90152632	ROCK(IT) POCKET	
Serial Number:	90152600	RHONE EVERYDAY ESSENTIALS	
Serial Number:	90445639	WORKLEISURE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>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.</i>			
Phone:	6142803587		
Email:	jennifer.kimbrough@wolterskluwer.com		
Correspondent Name:	Jennifer Kimbrough		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$265.00 4551400

NAME OF SUBMITTER:	Jessica Hildebrandt
SIGNATURE:	/Jessica Hildebrandt/
DATE SIGNED:	10/11/2021
Total Attachments: 8 source=IP Security Agreement (LCat-Rhone)#page1.tif source=IP Security Agreement (LCat-Rhone)#page2.tif source=IP Security Agreement (LCat-Rhone)#page3.tif source=IP Security Agreement (LCat-Rhone)#page4.tif source=IP Security Agreement (LCat-Rhone)#page5.tif source=IP Security Agreement (LCat-Rhone)#page6.tif source=IP Security Agreement (LCat-Rhone)#page7.tif source=IP Security Agreement (LCat-Rhone)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 8, 2021, is made by Rhone Apparel, Inc., a Delaware corporation (the “Grantor”), in favor of LCGP3 Poseidon, L.P. (the “Lender”), in its capacity as lender pursuant to the Note (as hereinafter defined).

WITNESSETH:

WHEREAS, Lender has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions of the Secured Promissory Note, dated as of the date hereof, between Grantor and Lender (as same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Note”) and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection with the Note or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Note, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the “Financing Agreements”); and

WHEREAS, in order to induce Lender to enter into the Note and the other Financing Agreements and to make financial accommodations to Grantor pursuant thereto, Grantor has agreed to execute and deliver to Lender this Agreement as set forth herein;

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

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Note.

2. Grant of Security Interest in Intellectual Property. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, whether now owned or hereafter acquired or arising (the “Intellectual Property Collateral”):

(a) (i) all of its copyrights and all related licenses providing for the grant by or to Grantor of any right under any copyright, including, without limitation, those referred to on Schedule 1 hereto; (ii) all renewals, reversions and extensions of the foregoing; and (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(b) (i) all of its patents and all related licenses providing for the grant by or to Grantor of any right under any patent, including, without limitation, those referred to on Schedule 1 hereto; (ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and

extensions of the foregoing; and (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) (i) all of its trademarks and all related licenses providing for the grant by or to Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto; (ii) all renewals and extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Security for Obligations. This Intellectual Property Security Agreement and the security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Note and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the intellectual property made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Note, the Note shall control.

5. Authorization to Supplement.

(a) If Grantor shall obtain rights to any new trademarks or patent application, or if Grantor issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks rights or patent rights.

(b) Grantor shall give Lender prior written notice of no less than five (5) Business Days before filing any additional application for registration of any copyright and prompt notice in writing of any additional copyright registrations granted therefor after the date hereof.

(c) Without limiting Grantor's obligations under this section, Grantor hereby authorizes Lender unilaterally to modify this Intellectual Property Security Agreement by amending Schedule I to include any such new trademark rights, patent rights, or future United States registered copyrights or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule I shall in

any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral subject to a security interest hereunder.

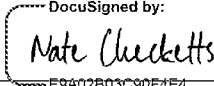
7. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Intellectual Property Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Lender reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Intellectual Property Security Agreement. Any party delivering an executed counterpart of this Intellectual Property Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Intellectual Property Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Intellectual Property Security Agreement.

8. Governing Law. This Intellectual Property Security Agreement 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

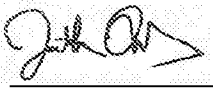
RHONE APPAREL, INC.,
as Grantor

By:  _____
Nate Checketts
Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

LCGP3 POSEIDON, L.P.
as Lender

By: CGP3 Managers, LLC
Its: General Partner

By: 
Name: Jonathan Owsley
Title: Managing Partner

**SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
USPTO	USA	RHONE	4551400	2014-06-17
USPTO	USA	Trident Logo	4789837	2015-08-11
USPTO	USA	XXX Logo	5098527	2016-12-13
USPTO	USA	SILVERTECH	5211674	2017-05-30
USPTO	USA	GOLDFUSION	5967773	2020-01-21
JPO	JAPAN	RHONE	6108459	2018-12-21
WIPO	International, Pending in AUS, CA, CN, EU, UK	RHONE	1586576	2021-03-01
WIPO	International, Pending in AUS, CA, EU, UK	XXX Logo	1586557	2021-03-01

Country	Mark	Serial Number	Filing Date	Status
USA	FLEX-KNIT	87470882	2017-05-31	Allowed
CHINA	RHONE	41450096	2019-10-08	Allowed
USA	RHONE COMMUTER	88676520	2019-10-31	Allowed
USA	ROCK(IT) POCKET	90152632	2020-09-01	Pending
USA	RHONE EVERYDAY ESSENTIALS	90152600	2020-09-02	Pending
USA	WORKLEISURE	90445639	2021-01-01	Pending

[Schedule I]

**TRADEMARK
REEL: 007448 FRAME: 0846**

Trademark Licenses

N/A

Patents

N/A

Patent Licenses

N/A

Copyright Registrations

N/A

Copyright Licenses

N/A

[Schedule I]