

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RefrigiWear, LLC		11/02/2021	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 N. Wacker Drive		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	633681	REFRIGIWEAR	
Registration Number:	869036	REFRIGIWEAR	
Registration Number:	1415981	R	
Registration Number:	3221505	REFRIGIWEAR	
Registration Number:	3221504	REFRIGIWEAR	
Registration Number:	3150046	REFRIGIWEAR	
Registration Number:	3480623	INDURADEX	
Registration Number:	3480624	INDURASAFE	
Registration Number:	3638464	IRON-TUFF	
Registration Number:	4136765	ECONO-TUFF	
Registration Number:	4151690	ERGOFORCE	
Registration Number:	4472188	RW PROTECT	
Registration Number:	5355358	REFRIGIWEAR	
Registration Number:	5092115	ARCTIC DUCK	
Registration Number:	5032936	VITACOMFORT	
Registration Number:	5120704	REFRIGIWEAR	
Registration Number:	5840105	POLARFORCE	
Registration Number:	5450264	POLARFORCE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	5713225	MASTER THE COLD
Registration Number:	5910411	FROSTLINE
Registration Number:	6170537	AIRBLAZE
Registration Number:	6012647	FREEZER EDGE
Registration Number:	6235551	CHILLSHIELD

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3129932622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	059703-0027
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	11/02/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), dated as of November 2, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of NXT CAPITAL, LLC, as administrative agent (“**Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, RefrigiWear Intermediate, LLC, a Delaware limited liability company (the “**Initial Borrower**”) and, immediately upon consummation of the Closing Date Acquisition (as defined in the Credit Agreement) and the execution and delivery of the Closing Date Assumption Agreement, (“**Holdings**”), RefrigiWear, LLC, a Georgia limited liability company (the “**Company**”), certain subsidiaries of Holdings from time to time party thereto, Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of November 2, 2021 (the “**Closing Date**”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**IP Collateral**”):

(a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto, together with all goodwill associated therewith (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law); and

(b) all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions thereof, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

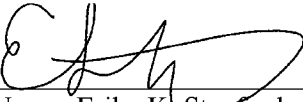
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

REFRIGIWEAR, LLC,
as Grantor

By: 
Name: Erika K. Stanford
Title: Vice President and Assistant
Secretary

NXT CAPITAL, LLC,
as Agent

By: 
Name: Kirk Hovde
Title: Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
RefrigiWear, LLC	REFRIGIWEAR	633,681
RefrigiWear, LLC	REFRIGIWEAR (Old St. Bernard Design)	869,036
RefrigiWear, LLC	R (St. Bernard Design)	1,415,981
RefrigiWear, LLC	REFRIGIWEAR	3221505
RefrigiWear, LLC	REFRIGIWEAR (Snowcap Design)	3221504
RefrigiWear, LLC	REFRIGIWEAR (New St. Bernard Design)	3150046
RefrigiWear, LLC	INDURADIX	3480623
RefrigiWear, LLC	INDURASAFE	3480624
RefrigiWear, LLC	IRON-TUFF	3638464
RefrigiWear, LLC	ECONO-TUFF	4136765
RefrigiWear, LLC	ERGOFORCE	4151690
RefrigiWear, LLC	RW PROTECT	4472188
RefrigiWear, LLC	REFRIGIWEAR (New St. Bernard Design)	5355358
RefrigiWear, LLC	ARCTIC DUCK	5092115
RefrigiWear, LLC	VITACOMFORT	5032936
RefrigiWear, LLC	REFRIGIWEAR	5120704
RefrigiWear, LLC	POLARFORCE	5840105
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RefrigiWear, LLC	FREEZER EDGE	6012647
RefrigiWear, LLC	CHILLSHIELD	6235551