

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELITE SPORTSWEAR, L.P.		12/23/2021	Limited Partnership: DELAWARE
VICTORY TEAM APPAREL, LLC		12/23/2021	Limited Liability Company: CALIFORNIA
ZOE MARKETING, LLC		12/23/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6405374	COMPONENT COUTURE	
Registration Number:	6023276	GK ALL STAR	
Registration Number:	5951495	DOLFIN POLYLITE	
Registration Number:	5892574	DOLFIN FIRSTSTRIKE	
Registration Number:	5962156	U DESIGN 360	
Registration Number:	5897700	LIGHTSTRIKE	
Registration Number:	5886137	GK STARS	
Registration Number:	5651359		
Registration Number:	5794750	DOLFIN	
Registration Number:	6211761	OMNIFUSE	
Registration Number:	6158872	ELITEBLEND	
Registration Number:	6158871	C-STRETCH	
Registration Number:	6002223	CHEER SAVER	
CORRESPONDENCE DATA			

OP \$340.00 6405374

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6483.087
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NAME OF SUBMITTER:	Nancy Brougher
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SIGNATURE:	/njb/
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DATE SIGNED:	01/20/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 23, 2021, by and among ELITE SPORTSWEAR, L.P., a Delaware limited partnership ("Elite"), VICTORY TEAM APPAREL, LLC, a California limited liability company ("Victory Team"), and ZOE MARKETING, LLC, a California limited liability company ("Zoe"; and together with Elite and Victory Team, collectively the "Grantors," and each individually, a "Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 20, 2015 by and among Elite, as borrower ("Borrower"), the other Loan Parties party thereto from time to time, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans, from time to time, to the Borrower;

WHEREAS, pursuant to that certain Security Agreement dated as of March 20, 2015 by and among Borrower, the other Loan Parties party thereto from time to time and Administrative Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, each Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all respective Trademarks of such Grantor, whether now owned or existing or hereafter acquired or arising but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of such Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement).

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges

and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

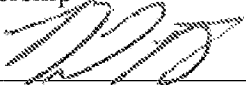
4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

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

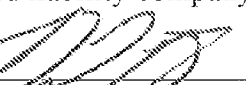
ELITE SPORTSWEAR, L.P., a Delaware limited partnership

By:  _____

Name: Bradley J. Roberts

Title: Vice President and Secretary

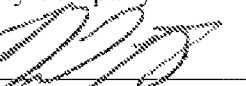
VICTORY TEAM APPAREL, LLC, a California limited liability company

By:  _____

Name: Bradley J. Roberts

Title: Vice President and Secretary

ZOE MARKETING, LLC, a California limited liability company

By:  _____

Name: Bradley J. Roberts

Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:


GOLUB CAPITAL LLC,
as Administrative Agent

By: 

Name: Marc C. Robinson
Title: Managing Director

Schedule A

Trade marks

TRADEMARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER
COMPONENT COUTURE	88369541	6405374	06/29/2021	Elite Sportswear, L.P.
GK ALL STAR	88600547	6023276	03/31/2020	Elite Sportswear, L.P.
DOLFIN POLYLITE	88224454	5951495	12/31/2019	Elite Sportswear, L.P.
DOLFIN FIRSTSTRIKE	88058403	5892574	10/22/2019	Elite Sportswear, L.P.
U DESIGN 360	87800384	5962156	01/14/2020	Elite Sportswear, L.P.
LIGHTSTRIKE	87573009	5897700	10/29/2019	Elite Sportswear, L.P.
GK STARS	87804806	5886137	10/15/2019	Elite Sportswear, L.P.
 Design Only	87804811	5651359	01/08/2019	Elite Sportswear, L.P.
DOLFIN	86456606	5794750	07/02/2019	Elite Sportswear, L.P.
OMNIFUSE	88225068	6211761	12/01/2020	Victory Team Apparel, LLC
ELITEBLEND	88225059	6158872	09/22/2020	Victory Team Apparel, LLC
C-STRETCH	88225052	6158871	09/22/2020	Victory Team Apparel, LLC
CHEER SAVER	88573202	6002223	03/03/2020	Zoe Marketing, LLC