

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAGGALLINI, INC.		01/11/2023	Corporation: OHIO
R. G. BARRY CORPORATION		01/11/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	125 High Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	43147		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	6725862	BAGGALLINI WE'LL GO PLACES TOGETHER	
Registration Number:	6043880	BAGGALLINI	
Registration Number:	6043838	BAGGALLINI	
Registration Number:	5956543	BG BY BAGGALLINI	
Registration Number:	6234177	SECURTEX	
Registration Number:	4369670	BAGGALLINI	
Registration Number:	4302893	BG	
Registration Number:	4689003	BAGGALLINI	
Registration Number:	4299424	ORDER IS BEAUTIFUL	
Registration Number:	4299425	BAGGALLINI	
Registration Number:	3970285	BAGGALLINI	
Registration Number:	2736830	BAGGALLINI	
Registration Number:	1733052	KIVA	
Registration Number:	6440295		
Registration Number:	6222067	THE ORIGINAL 1947 DEARFOAMS	
Registration Number:	6097939	ALPINE BY DEARFOAMS	
Registration Number:	6521237	DF ADAPT	
Registration Number:	5928062	FIRESIDE	

CH \$665.00 6725862

Property Type	Number	Word Mark
Registration Number:	5927924	FIRESIDE BY DEARFOAMS
Registration Number:	6096958	DLUXE BY DEARFOAMS
Registration Number:	6615667	DF BY DEARFOAMS
Registration Number:	5455270	DEARFOAMS
Registration Number:	5423231	DEARFOAMS
Registration Number:	1806772	EZ FEET
Registration Number:	1355478	DEARFOAMS
Registration Number:	0580180	ANGEL TREADS

CORRESPONDENCE DATA

Fax Number: 6179518736
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: 6173417729
Email: katarzyna.gaysunas@morganlewis.com
Correspondent Name: Katarzyna Gaysunas
Address Line 1: 1 Federal St
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	01/11/2023

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 11, 2023 by BAGGALLINI, INC. and R. G. BARRY CORPORATION (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to the Security Agreement dated as of January 11, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the Lien on and Security Interest in the Trademarks under this Trademark Security Agreement.

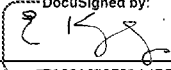
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created under the Security

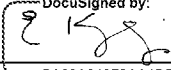
Agreement, and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

BAGGALLINI, INC., as a Grantor

By: 
Name: Elizabeth Ambargis
Title: Treasurer and Secretary

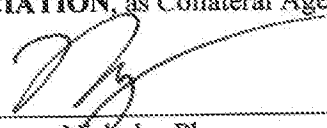
R. G. BARRY CORPORATION, as a Grantor

By: 
Name: Elizabeth Ambargis
Title: Chief Financial Officer

[RG Barry - Signature Page to Trademark Security Agreement]

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent






By:


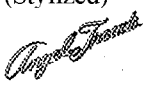

Name: Nicholas Ply

Title: Authorized Signatory

**Schedule I
Trademark Registrations and Applications**

U.S. Trademark Registrations:

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
Baggallini, Inc.	BAGGALLINI WE'LL GO PLACES TOGETHER	90245167	10/9/2020	6725862	5/24/2022
Baggallini, Inc.	BAGGALLINI	88398608	4/23/2019	6043880	4/28/2020
Baggallini, Inc.	BAGGALLINI	88379943	4/10/2019	6043838	4/28/2020
Baggallini, Inc.	BG BY BAGGALLINI	87960305	6/13/2018	5956543	1/7/2020
Baggallini, Inc.	SECURTEX	87732517	12/22/2017	6234177	12/29/2020
Baggallini, Inc.	BAGGALLINI	85592522	4/9/2012	4369670	7/16/2013
Baggallini, Inc.	BG (Stylized) 	85978370	12/12/2011	4302893	3/12/2013
Baggallini, Inc.	BAGGALLINI (Stylized) 	85478962	11/22/2011	4689003	2/17/2015
Baggallini, Inc.	ORDER IS BEAUTIFUL	85978368	11/22/2011	4299424	3/5/2013
Baggallini, Inc.	BAGGALLINI (Stylized) 	85978369	11/22/2011	4299425	3/5/2013
Baggallini, Inc.	BAGGALLINI	85145701	10/5/2010	3970285	5/31/2011
Baggallini, Inc.	BAGGALLINI	78164568	9/16/2002	2736830	7/15/2003
Baggallini, Inc.	KIVA and Design 	74244992	2/10/1992	1733052	11/17/1992
R.G. Barry Corporation	Design Only 	90304087	11/6/2020	6440295	8/3/2021

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
R.G. Barry Corporation	THE ORIGINAL 1947 DEARFOAMS and Design 	90076127	7/27/2020	6222067	12/15/2020
R.G. Barry Corporation	ALPINE BY DEARFOAMS	88646674	10/8/2019	6097939	7/7/2020
R.G. Barry Corporation	DF ADAPT	88318389	2/27/2019	6521237	10/12/2021
R.G. Barry Corporation	FIRESIDE	88120484	9/17/2018	5928062	12/3/2019
R.G. Barry Corporation	FIRESIDE BY DEARFOAMS	88095928	8/28/2018	5927924	12/3/2019
R.G. Barry Corporation	DLUXE BY DEARFOAMS	87941761	5/30/2018	6096958	7/7/2020
R.G. Barry Corporation	DF BY DEARFOAMS	87941771	5/30/2018	6615667	1/11/2022
R.G. Barry Corporation	DEARFOAMS	87581114	8/23/2017	5455270	4/24/2018
R.G. Barry Corporation	DEARFOAMS	87571738	8/16/2017	5423231	3/13/2018
R.G. Barry Corporation	EZ FEET	74317964	9/28/1992	1806772	11/23/1993
R.G. Barry Corporation	DEARFOAMS (Stylized)	73487035	6/26/1984	1355478	8/20/1985
R.G. Barry Corporation	ANGEL TREADS (Stylized) 	71607920	12/21/1950	0580180	9/22/1953

U.S. Trademark Applications:

None.