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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM793180

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HBI Branded Apparel Enterprises, LLC		03/08/2023	Limited Liability Company: DELAWARE
Alternative Apparel, Inc.		03/08/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent for each of the Secured Parties		
Street Address:	CIB DMO WLO		
Internal Address:	Mail Code NY1-C413, 4 CMC; ib.collateral.services@jpmchase.com		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Association: UNITED STATES		

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark		
Registration Number:	6906926	SCARFERCHIEF		
Serial Number:	97285969	С		
Serial Number:	97285967	CHAMPION		
Serial Number:	97782040	C CLEAN CANVAS		
Serial Number:	97671868	С		
Serial Number:	97579465	PROTECTION WHILE YOU PLAY		
Serial Number:	97340202	WEATHER WALL		
Serial Number:	97354608	EARTHLEISURE		
Serial Number:	97354604	Е		

CORRESPONDENCE DATA

Fax Number: 4045818330

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: 404-581-8616

Email: whamner@jonesday.com **Correspondent Name:** Will B. Hamner, Jones Day

TRADEMARK REEL: 007998 FRAME: 0367

900756356

Address Line 1: 1221 Peachtree Street, NE
Address Line 2: Suite 400
Address Line 4: Atlanta, GEORGIA 30361

NAME OF SUBMITTER: Will B. Hamner

SIGNATURE: /Will B. Hamner/

DATE SIGNED: 03/09/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 8, 2023 (this "<u>Agreement</u>"), is made by HBI BRANDED APPAREL ENTERPRISES, LLC, a Delaware limited liability company ("<u>HBI</u>"), and ALTERNATIVE APPAREL, INC., a Delaware corporation ("<u>Alternative Apparel</u>" and, together with HBI, the "<u>Grantors</u>" and each a "<u>Grantor</u>"), in favor of JPMORGAN CHASE BANK, N.A., as the collateral agent (together with its successor(s) thereto in such capacity, the "<u>Collateral Agent</u>") for each of the Secured Parties.

WHEREAS, Hanesbrands, Inc., a Maryland corporation (the "<u>Parent Borrower</u>"), MFB International Holdings S.à r.l., a private limited liability company (société à responsabilité limitée), incorporated and existing under the laws of the Grand Duchy of Luxembourg (the "<u>Lux Borrower</u>") and HBI Holdings Australasia PTY LTD (formerly HBI Australia Acquisition Co. PTY LTD) (ACN 612 185 476) an Australian proprietary limited company (the "<u>Australian Borrower</u>" and, together with the Parent Borrower and the Lux Borrower, the "<u>Borrowers</u>") are party to that certain Fifth Amended and Restated Credit Agreement, dated as of November 19, 2021 and (as amended, supplemented, amended and restated or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the Borrowers, the Lenders, JPMorgan Chase Bank, N.A., as the Administrative Agent and the Collateral Agent, and the other agents and parties party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Fourth Amended and Restated Pledge and Security Agreement, dated as of November 19, 2021 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.5 of the Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

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

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. <u>Grant of Security Interest</u>. Each Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security

interest in all of the Grantor's right, title and interest, whether now or hereafter existing or acquired by the Grantor, in and to the following (collectively, the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications (except for any such applications filed pursuant to 15 U.S.C. § 1051(b) unless and until a "Statement of Use" has been filed in respect of such application) in the United States Patent and Trademark Office, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those United States Trademarks referred to in Item A of Schedule I;
- (b) all Trademark licenses and other agreements for the grant by or to the Grantor of any right to use any Trademark (each a "<u>Trademark License</u>"), including each Trademark License referred to in <u>Item B</u> of <u>Schedule I</u>;
- (c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in <u>clause (a)</u> and, to the extent applicable, <u>clause (b)</u>;
- (d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in <u>clause (a)</u> and, to the extent applicable, <u>clause (b)</u> or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and
- (e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Release of Liens</u>. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such

Trademark Collateral (in the case of <u>clause (i)</u>) or (B) all Trademark Collateral (in the case of <u>clause (ii)</u>). Upon any such Disposition or termination, the Collateral Agent will, at the Grantor's sole request and expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. <u>Acknowledgment</u>. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. <u>Loan Document</u>. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Section 10 thereof.

SECTION 7. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic) transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. <u>Governing Law.</u> This Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of New York (including for such purpose Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), except to the extent that the perfection, effect of perfection or nonperfection, and priority of the security interest hereunder, or remedies hereunder, in respect of any particular collateral are governed by the laws of a jurisdiction other than the State of New York.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer, solely in such capacity and not as an individual, as of the date first above written.

HBI BRANDED APPAREL ENTERPRISES, LLC, as a Grantor,

Name: Lindsay C. Barnhart

Title: Treasurer

ALTERNATIVE APPAREL, INC., as a Grantor,

By: Low South
Name: Lindsay C. Barnhart

Title: Treasurer

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

By: Solve Name: Antje Focke

Title: Executive Director

Item A. Trademarks

U.S. Trademark Registrations and Applications

Trademark	Serial No.	Filing Date	Registration No	Owner
SCARFERCHIEF	97/124503	November 15, 2021	6906926	HBI Branded Apparel Enterprises, LLC
C Logo	97/285969 ¹	February 25, 2022		HBI Branded Apparel Enterprises, LLC
CHAMPION Logo	97/285967 ²	February 25, 2022		HBI Branded Apparel Enterprises, LLC
CLEAN CANVAS	97/782040	February 6, 2023		HBI Branded Apparel Enterprises, LLC
Everywhere C Logo	97/671868 ³	November 10, 2022		HBI Branded Apparel Enterprises, LLC
PROTECTION WHILE YOU PLAY	97/579465 ⁴	September 6, 2022		HBI Branded Apparel Enterprises, LLC
WEATHER WALL	97/3402025	March 31, 2022		HBI Branded Apparel Enterprises, LLC
EARTHLEISURE	97/354608	April 8, 2022		Alternative Apparel, Inc.
EARTHLEISURE Logo	97/354604	April 8, 2022		Alternative Apparel, Inc.

Item B. Trademark Licenses

None.

TRADEMARK REEL: 007998 FRAME: 0374

RECORDED: 03/09/2023

¹ This is an intent-to-use trademark application and is not included in the Collateral until a Statement of Use is filed.

² This is an intent-to-use trademark application and is not included in the Collateral until a Statement of Use is filed.

³ This is an intent-to-use trademark application and is not included in the Collateral until a Statement of Use is filed.

⁴ This is an intent-to-use trademark application and is not included in the Collateral until a Statement of Use is filed.

⁵ This is an intent-to-use trademark application and is not included in the Collateral until a Statement of Use is filed.