

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM817910

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
School Apparel, Inc.		06/14/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile road		
<b>Internal Address:</b>	National Documentation Services, MC 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Texas Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88414923	FLEXTRA+	
<b>Registration Number:</b>	7065786	K KNOSS	
<b>Serial Number:</b>	97288142	KNOSS	
<b>Serial Number:</b>	97288181	KNOSS 360 PERFORMANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>			
<b>Phone:</b>	2489251921		
<b>Email:</b>	ipfilings@bodmanlaw.com		
<b>Correspondent Name:</b>	Jennifer M. Hetu		
<b>Address Line 1:</b>	201 South Division Street, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Hetu		
<b>SIGNATURE:</b>	/jmh/		
<b>DATE SIGNED:</b>	06/16/2023		
<b>Total Attachments: 3</b>			
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**SECOND AMENDMENT TO  
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment"), dated as of June 14, 2023, is entered into by SCHOOL APPAREL, INC., a California corporation ("Grantor"), and COMERICA BANK ("Secured Party"), with reference to the following facts:

**RECITALS**

A. Grantor and the Secured Party are parties to that certain Amended and Restated Intellectual Property Security Agreement, dated as of April 15, 2021 (the "IP Security Agreement"), pursuant to which Grantor granted Secured Party a security interest in all of its Patents, Trademarks, Copyrights and related collateral (as defined in the IP Security Agreement) to secure the Obligations of Borrower under the Credit Agreement (defined below).

B. The IP Security Agreement makes reference to that Second Amended and Restated Credit Agreement dated as of October 11, 2017 (as amended, modified or supplemented from time to time, the "Credit Agreement") by and between Secured Party, Grantor, and each other co-borrower from time to time (singularly and collectively if more than one party "Borrower").

C. Since the filing of the IP Security Agreement, Grantor has acquired additional Trademarks.

D. Grantor and the Secured Party wish to amend the IP Security Agreement to add new Trademarks to Exhibit C to the IP Security Agreement in order to make such Trademarks part of the Collateral under the IP Security Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Any and all initially capitalized terms used in this Amendment (including, without limitation, in the recitals hereto) without definition shall have the respective meanings specified in the IP Security Agreement. The IP Security Agreement is hereby amended such that the definitions set forth in this Amendment shall be incorporated therein by this reference.
2. Addition of New Trademarks. Exhibit C to the IP Security Agreement is hereby amended and supplemented by including the Trademarks identified in Schedule A to this Amendment as Trademarks and as part of the Collateral under the IP Security Agreement.
3. No Other Amendments. Except as expressly amended hereby, the IP Security Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment by their respective duly authorized officers as of the date first above written.

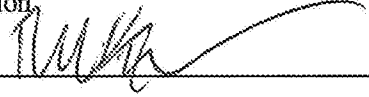
[Signatures appear on next page]

GRANTOR

Address of Grantor:

838 Mitten Road  
Burlingame, CA 94010

SCHOOL APPAREL, INC., a California  
corporation

By: 

Name: Ryan Knoss

Title: Co-CEO

SECURED PARTY

Address of Secured Party:

MC 4605  
2331 Rosecrans Avenues, Suite 500  
El Segundo, CA 90245

  
COMERICA BANK

By: \_\_\_\_\_

Name: Barry J. Cohen

Title: Senior Vice President

SCHEDULE A

Trademarks

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
<u>FLEXTRA+</u>	88414923	May 3, 2019			School Apparel, Inc. (California Corporation)
<u>K KNOSS (Stylized)</u>  K KNOSS	97288170	February 28, 2022	7065786	May 30, 2023	School Apparel, Inc. (California Corporation)
<u>KNOSS</u>	97288142	February 28, 2022			School Apparel, Inc. (California Corporation)
<u>KNOSS 360 PERFORMANCE and Design</u>  KNOSS 360	97288181	February 28, 2022			School Apparel, Inc. (California Corporation)