

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
School Apparel, Inc.		04/15/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile road		
Internal Address:	National Documentation Services, MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas Banking Association: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3941335	A+ CAREERWEAR	
Registration Number:	3275005	KAYNEE	
Registration Number:	6842414	KNOSS 360	
Registration Number:	6125146	NOTICEABLY SOFT. NATURALLY COMFORTABLE	
Registration Number:	5135183	RK	
Registration Number:	3635110	SCHOOL TIME	
Registration Number:	3638698	SCHOOL TIME	
Registration Number:	6370881	SMARTSIZE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2489251921		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Jennifer M. Hetu		
Address Line 1:	201 South Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Jennifer M. Hetu		

OP \$215.00 3941335

SIGNATURE:	/jmh/
DATE SIGNED:	06/16/2023
Total Attachments: 12 source=School Apparel - Amended and Restated IP SA#page1.tif source=School Apparel - Amended and Restated IP SA#page2.tif source=School Apparel - Amended and Restated IP SA#page3.tif source=School Apparel - Amended and Restated IP SA#page4.tif source=School Apparel - Amended and Restated IP SA#page5.tif source=School Apparel - Amended and Restated IP SA#page6.tif source=School Apparel - Amended and Restated IP SA#page7.tif source=School Apparel - Amended and Restated IP SA#page8.tif source=School Apparel - Amended and Restated IP SA#page9.tif source=School Apparel - Amended and Restated IP SA#page10.tif source=School Apparel - Amended and Restated IP SA#page11.tif source=School Apparel - Amended and Restated IP SA#page12.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (the "Agreement") is made as of April 15, 2021, by and between SCHOOL APPAREL, INC., a California corporation ("Grantor"), and COMERICA BANK ("Secured Party").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Credit Agreement dated as of October 11, 2017, by and between Grantor, certain subsidiaries of Grantor and Bank (as the same may be amended, modified, extended, renewed, restated, substituted and/or replaced from time to time, collectively, the "Credit Agreement"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement).

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business;

(b) Except as set forth in the Schedule, Grantor's rights as a licensee of intellectual property do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;

(c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(e) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(f) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(g) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(h) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, those registerable intellectual property rights now owned or hereafter developed or acquired by Grantor to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights;

(i) Grantor shall promptly give Secured Party written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any. Grantor shall (i) give Secured Party not less than 30 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with (i) a copy of such applications or registrations, without the exhibits, if

any, thereto, (ii) evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing;

(j) Secured Party may audit the Collateral to confirm compliance with this Section, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing;

(k) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;

(l) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(m) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(n) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

3. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 3.

4. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney in fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to

file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

6. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

- (a) An Event of Default (as defined in the Credit Agreement) occurs; or
- (b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

7. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

9. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

11. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

13. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE CREDIT AGREEMENT, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR

Address of Grantor:

838 Mitten Road
Burlingame, CA 94010
Attention: Dave Weil, CFO

SCHOOL APPAREL, INC., a California corporation

By: 

Its: PRESIDENT

SECURED PARTY

Address of Secured Party:

MC 4605
2321 Rosecrans Avenue, Suite 5000
El Segundo, CA 90245
Attn: Manager

COMERICA BANK

By: _____
Barry J. Cohen, Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR

Address of Grantor:

838 Mitten Road
Burlingame, CA 94010
Attention: Dave Weil, CFO

SCHOOL APPAREL, INC., a California corporation

By: _____


Its: _____

SECURED PARTY

Address of Secured Party:

MC 4605
2321 Rosecrans Avenue, Suite 5000
El Segundo, CA 90245
Attn: Manager

COMERICA BANK


By: _____

Barry J. Cohen, Senior Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration <u>Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
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None.

EXHIBIT C

Trademark Applications

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
SMARTSIZE	90197690	09/21/2020

Trademark Registrations

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NOTICEABLY SOFT. NATURALLY COMFORTABLE	6125146	08/11/2020
RP ROYAL PARK	5048554	09/27/2016
RK	5135183	02/07/2017
DAILY WEAR EASY CARE	3312235	10/16/2007
KAYNEE	3275005	08/07/2007
A+	3324131	10/30/2007
SCHOOL TIME	3638698	06/16/2009
SCHOOL TIME	3635110	06/09/2009
WEB+	3941351	04/05/2011
WEB+	3941352	04/05/2011
A+ CAREERWEAR	3941335	04/05/2011
A+ SCHOOLWEAR	3573560	02/10/2009
A+ BY: SAI	3553121	12/30/2008
WEAR-TESTED A+	3510569	10/07/2008
SAI	2622138	09/17/2002
PRODUCTS IN MOTION	2343021	04/18/2000
SCHOOL APPAREL	2139467	02/24/1998
SFKM	2160907	05/26/1998
A+ FABRICS	2231320	03/16/1999

FIRST AMENDMENT TO
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment"), dated as of March 16, 2022, is entered into by SCHOOL APPAREL, INC., a California corporation ("Grantor"), and COMERICA BANK ("Secured Party"), with reference to the following facts:

RECITALS

A. The 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 the 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). The IP Security Agreement was recorded in the United States Patent and Trademark Office on _____, 2021 at Reel/Frame _____/_____.

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, the Grantor has acquired additional Trademarks.

D. The 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:

2. 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.

3. Addition of New Trademarks. Exhibit C to the IP Security Agreement is hereby amended and supplemented by including the Trademarks identified in Schedule B to this Amendment as Trademarks and as part of the Collateral under the IP Security Agreement.

4. 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.

GRANTOR

Address of Grantor:

838 Mitten Road
Burlingame, CA 94010
Attention: Dave Weil, CFO

SCHOOL APPAREL, INC., a California corporation

By: 

Name: RYAN KNOSS


Title: CEO

SECURED PARTY

Address of Secured Party:

MC 4605
2321 Rosecrans Avenue, Suite 5000
El Segundo, CA 90245
Attn: Manager

COMERICA BANK

By: 

Name: Robert O. Muzio

Title: SVP

SCHEDULE B

Registered Trademarks

<u>Country</u>	<u>Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
USA	KNOSS 360	90640443	04/12/2021

SMRH:4860-0378-5222.2

Schedule B

032A-325845