

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IQ BRANDS, INC. (f/k/a Sock and Accessory Brands Global, Inc.)		10/19/2023	Corporation: DELAWARE
TWIN CITY KNITTING COMPANY, INC.		10/19/2023	Corporation: NORTH CAROLINA
MADSPORTSSTUFF LLC		10/19/2023	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	BOATHOUSE CAPITAL III LP		
Street Address:	353 W. Lancaster Avenue, Suite 200		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5264749	TOP SOX	
Registration Number:	5452145	COLLEGE EDITION	
Registration Number:	4495972	BRAND 59	
Registration Number:	5741702		
Registration Number:	5846968	TCK BRANDS	
Registration Number:	5897904	SOCK UNIVERSITY	
Registration Number:	6119385	TOPSOX	
Registration Number:	5221862	MADSPORTSSTUFF	
Registration Number:	3295822	COLLEGE EDITION	
Registration Number:	3379699	CAMPUS FOOTNOTES	
Registration Number:	3602134	TEAM TS	
Registration Number:	3602198	TEAM TS	
Registration Number:	3963297	TCK SLOG SERIES	
Registration Number:	4220778	KRAZISOX	
Registration Number:	4220777	KRAZISOX TCK	

CH \$390.00 5264749

CORRESPONDENCE DATA**Fax Number:** 2158648999*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:** 2158648352**Email:** shorem@ballardspahr.com**Correspondent Name:** Michael S Shore**Address Line 1:** Ballard Spahr LLP**Address Line 2:** 1735 Market Street, 51st Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-7599

NAME OF SUBMITTER:	Michael S. Shore
SIGNATURE:	/Michael S. Shore/
DATE SIGNED:	10/20/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this “Agreement”), dated as of October 19, 2023, is by and among **BOATHOUSE CAPITAL III LP**, a Delaware limited partnership, as Lender (in such capacity, and together with its successors and assigns, the “Secured Party”), **IQ BRANDS, INC.** (f/k/a Sock and Accessory Brands Global, Inc.), a Delaware corporation (“IQB”), **TWIN CITY KNITTING COMPANY, INC.**, a North Carolina corporation (“TCK”) and **MADSPORTSSTUFF LLC**, a Colorado limited liability company (“MSS” and together with IQB and TCK, each individually, a “Grantor”, and collectively, the “Grantors”).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended and as may amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Loan Agreement”), by and among the Grantors, as borrowers, **ARGYLE HOLDINGS, INC.**, a Delaware corporation, as guarantor, and the Secured Party, among other things, the Secured Party has agreed to extend certain financial accommodations to the Grantors. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

WHEREAS, the Secured Party is willing to extend and to continue to extend financial accommodations to the Grantors, but only upon the condition, among others, that the Grantors shall grant to the Secured Party a security interest in all intellectual property owned by the Grantors to secure the obligations of the Grantors under the Loan Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantors have granted to the Secured Party a security interest in all of the Grantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and the other Loan Documents now existing or hereafter arising, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

SECTION 1. Grant of Security Interest. As security for the payment or performance in full of the Obligations, each Grantor pursuant to the Loan Agreement did, and pursuant to this Agreement hereby does, grant to the Secured Party, its successors and assigns, for the benefit of the Secured Party, a security interest in all of such Grantor’s now owned or hereafter acquired right, title and interest in, to and under all of the following assets and properties:

- a. all letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the

equivalent thereof in any other country or with any multinational body, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office worldwide, including those listed on Exhibit A attached hereto;

b. all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

c. all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or with any multinational body, and all extensions or renewals thereof, including those listed on Exhibit B attached hereto;

d. all goodwill associated therewith or symbolized by the foregoing;

e. all other assets, rights and interests that uniquely reflect or embody such goodwill; and

f. the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

g. all copyrights, copyright registrations and copyright applications, including, without limitation, the copyrights, copyright registrations (together with any reissues, continuations or extensions thereof) and copyright applications referred to on Exhibit C attached hereto, and all of the goodwill of the business connected with the use thereof, and symbolized thereby;

h. all copyright licenses, including without limitation the copyright licenses referred to on Exhibit C attached hereto, and all of the goodwill of the business connected with the use thereof, and symbolized thereby; and

i. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any copyright or copyright registration including, without limitation, the copyrights and copyright registrations referred to on Exhibit C attached hereto, the copyright registrations issued with respect to the copyright applications referred to on Exhibit B attached and the copyrights licensed under any copyright license, or (b) injury to the goodwill associated with any copyright, copyright registration or copyright licensed under any copyright license.

SECTION 2. Loan Agreement. This security interest is granted in conjunction with the security interest granted to the Secured Party under the Loan Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies. Notwithstanding anything to the contrary, in the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 3. Representations and Warranties. Each Grantor represents and warrants that Exhibits A and B attached hereto set forth any and all intellectual property rights constituting Collateral in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Notwithstanding anything herein to the contrary, in no event shall Trademark Collateral include or the security interest granted under Section 1 attached to any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a Lien thereon would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal Law; *provided, that*, upon the earlier of (i) the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) and (ii) the filing of a statement of use with the United States Patent and Trademark Office pursuant to 15 USC §1051(c-d), such intent-to-use trademark application and the resulting registration shall automatically be considered Collateral.

SECTION 4. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, upon request by the Secured Party.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Governing Law. **THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.**

SIGNATURE PAGE FOLLOWS

**TRADEMARK
REEL: 008233 FRAME: 0791**

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

IQ BRANDS, INC. (D/K/a Sock and Accessory Brands Global, Inc.), a Delaware corporation

104 Rock Barn Rd.
Conover, NC 28613

By: 

Name: Michael Beauregard
Title: Vice President

TWIN CITY KNITTING COMPANY, INC., a North Carolina corporation

By: 

Name: Michael Beauregard
Title: Vice President

MADSPORTSSTUFF LLC, a Colorado limited liability company

By: 

Name: Michael Beauregard
Title: Vice President

Address of Secured Party:

SECURED PARTY:

353 West Lancaster Avenue, Suite 200
Wayne, PA 19087

BOATHOUSE CAPITAL III LP

By: Boathouse Capital III GP LLC,
Its General Partner

By: _____

Name: William J. Dyer
Title: Managing Partner

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantors:

104 Rock Barn Rd.
Conover, NC 28613

IQ BRANDS, INC. (f/k/a Sock and Accessory Brands Global, Inc.), a Delaware corporation

By: _____
Name: _____
Title: _____

TWIN CITY KNITTING COMPANY, INC., a North Carolina corporation

By: _____
Name: _____
Title: _____

MADSPORTSSTUFF LLC, a Colorado limited liability company

By: _____
Name: _____
Title: _____

Address of Secured Party:

353 West Lancaster Avenue, Suite 200
Wayne, PA 19087

SECURED PARTY:

BOATHOUSE CAPITAL III LP

By: Boathouse Capital III GP LLC,
Its General Partner



By: _____
Name: William J. Dyer
Title: Managing Partner

EXHIBIT A

PATENTS

None.

EXHIBIT B

TRADEMARKS

Grantor	Mark/Name	Registration / Application Date	Registration / Application Number
Twin City Knitting Company, Inc.	<u>TOP SOX</u>	August 15, 2017	RN: 5264749 SN: 87276811
Twin City Knitting Company, Inc.	<u>COLLEGE EDITION</u>	April 24, 2018	RN: 5452145 SN: 87608104
Twin City Knitting Company, Inc.		April 26, 2019	RN: 4495972 SN: 85806255
Twin City Knitting Company, Inc.		April 30, 2019	RN: 5741702 SN: 88031926
Twin City Knitting Company, Inc.	<u>TCK BRANDS</u>	August 27, 2019	RN: 5846968 SN: 88137871
Twin City Knitting Company, Inc.	<u>SOCK UNIVERSITY</u>	October 29, 2019	RN: 5897904 SN: 87783868
Twin City Knitting Company, Inc.	<u>TOPSOX</u>	August 4, 2020	RN: 6119385 SN: 87726493
Madsportstuff LLC	<u>MADSPORTSSTUFF</u>	February 2, 2023	RN: 5221862 SN: 87191616
Twin City Knitting Company, Inc.	<u>COLLEGE EDITION</u>	September 18, 2007	RN: 3295822 SN: 76658374
Twin City Knitting Company, Inc.	<u>CAMPUS FOOTNOTES</u>	February 5, 2008	RN: 3379699 SN: 78957150
Twin City Knitting Company, Inc.	<u>TEAM TS</u>	April 7, 2009	RN: 3602134 SN: 77558963

Grantor	Mark/Name	Registration / Application Date	Registration / Application Number
Twin City Knitting Company, Inc.		April 7, 2009	RN: 3602198 SN: 77559920
Twin City Knitting Company, Inc.		May 17, 2011	RN: 3963297 SN: 78933710
Twin City Knitting Company, Inc.	<u>KRAZISOX</u>	October 9, 2012	RN: 4220778 SN: 85451862
Twin City Knitting Company, Inc.		October 9, 2012	RN: 4220777 SN: 85451839
Madsportstuff LLC	<u>MadSportsStuff</u>	August 28, 2018	RN: 1951004 AN: 1951004

EXHIBIT C
COPYRIGHTS

Grantor	Copyright	Registration Date	Registration Number
IQ Brands, Inc.	Tanglewood Camo.	2/4/2016	VA0002001602
IQ Brands, Inc.	Dog with sock.	12/3/2014	VAu001193480