

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM855091

<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>
AUGUSTA SPORTSWEAR, INC.		11/21/2023	Corporation: DELAWARE
DISCOUNT DANCE, LLC (f/k/a DISCOUNT DANCE SUPPLY, LLC)		11/21/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6996545	PACIFIC HEADWEAR	
<b>Registration Number:</b>	7135809	HOLLOWAY	
<b>Registration Number:</b>	7043643	ECO-REVIVE	
<b>Registration Number:</b>	6834763	COTTON-TOUCH	
<b>Registration Number:</b>	6815912	TURNABOUT REVERSIBLE	
<b>Registration Number:</b>	6548983	COLOR SECURE	
<b>Registration Number:</b>	6017694	PACIFIC HEADWEAR	
<b>Registration Number:</b>	6027419	P	
<b>Registration Number:</b>	5869445	HIGH 5 FIVE	
<b>Registration Number:</b>	5945168		
<b>Registration Number:</b>	5670871	TRUE HUE TECHNOLOGY	
<b>Registration Number:</b>	5353082		
<b>Registration Number:</b>	5184506	HIGH FIVE SPORTSWEAR	
<b>Registration Number:</b>	5216046	HOLLOWAY SPORTSWEAR	
<b>Registration Number:</b>	4643221	HIGH FIVE	
<b>Registration Number:</b>	3217235	H HOLLOWAY	

CH \$915.00 6996545

Property Type	Number	Word Mark
Registration Number:	3217236	H HOLLOWAY
Registration Number:	3217237	H
Registration Number:	1826408	HIGH 5 SPORTSWEAR
Registration Number:	1488896	AUGUSTA SPORTSWEAR
Registration Number:	7127390	NATALIE DANCEWEAR
Registration Number:	7127179	MARIIA MX
Registration Number:	7127180	MARIIA ECO
Registration Number:	7127181	MARIIA SKYE
Registration Number:	7159309	LUMI COLLECTIVE
Registration Number:	7154705	THEATRICALS
Registration Number:	7125388	DOUBLE PLATINUM
Registration Number:	7125391	MARIIA CROWN
Registration Number:	6750320	THEATRICALS FOR EVERY STAGE
Registration Number:	6799992	DISCOUNT DANCE
Registration Number:	5750025	BALTOGS
Registration Number:	5610381	MARIIA
Registration Number:	5626024	
Registration Number:	4975079	DISCOUNT DANCE SUPPLY
Registration Number:	4835895	ALL ABOUT DANCE
Serial Number:	97675504	ASB

#### CORRESPONDENCE DATA

Fax Number: 6175269899

*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: 617.526.9712

Email: ypan@proskauer.com

Correspondent Name: Chi-Yu Huang

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 10036-8299

ATTORNEY DOCKET NUMBER:	25278.081
NAME OF SUBMITTER:	Chi-Yu Huang
SIGNATURE:	/Chi-Yu Huang/
DATE SIGNED:	11/21/2023

#### Total Attachments: 8

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by AUGUSTA SPORTSWEAR, INC., a Delaware corporation and DISCOUNT DANCE, LLC (f/k/a DISCOUNT DANCE SUPPLY, LLC), a Delaware limited liability company (each a “**Grantor**” and collectively, the “**Grantors**”) in favor of ANTARES CAPITAL LP, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”) and as Administrative Agent.

**WHEREAS**, each Grantor is party to that certain Security Agreement, dated as of November 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto, and the Collateral Agent pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees 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

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks included in the Registered Intellectual Property Collateral, including those listed on Schedule A hereto, and including all goodwill connected with the use thereof and symbolized thereby,
- (ii) all damages and payments for past, present or future infringements, misappropriations, dilutions or violations thereof,
- (iii) all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, and
- (iv) all other rights, priorities and privileges corresponding thereto throughout the world;

**SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

**SECTION 3. 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 for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

**SECTION 4. RECORDATION**

**Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.**

**SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

**SECTION 6. GOVERNING LAW**

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

**SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUGUSTA SPORTSWEAR, INC., as a Grantor

By: David Elliott  
Name: David Elliott  
Title: President and Chief Executive Officer

DISCOUNT DANCE, LLC, as a Grantor

By: David Elliott  
Name: David Elliott  
Title: President

**ACCEPTED AND ACKNOWLEDGED BY:**

ANTARES CAPITAL LP,

as Administrative Agent and Collateral Agent



By: 

Name: Michael Falcon

Title: Duly Authorized Signatory

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Augusta Sportswear, Inc.	PACIFIC HEADWEAR	6996545
Augusta Sportswear, Inc.	HOLLOWAY	7135809
Augusta Sportswear, Inc.	ECO-REVIVE	7043643
Augusta Sportswear, Inc.	COTTON-TOUCH	6834763
Augusta Sportswear, Inc.	TURNABOUT REVERSIBLE	6815912
Augusta Sportswear, Inc.	COLOR SECURE	6548983
Augusta Sportswear, Inc.		6017694 24-MAR-2020
Augusta Sportswear, Inc.		6027419
Augusta Sportswear, Inc.	HIGH FIVE	5869445
Augusta Sportswear, Inc.		5945168
Augusta Sportswear, Inc.	TRUE HUE TECHNOLOGY	5670871
Augusta Sportswear, Inc.		5353082



<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Augusta Sportswear, Inc.	HIGH FIVE SPORTSWEAR	5184506
Augusta Sportswear, Inc.	HOLLOWAY SPORTSWEAR	5216046
Augusta Sportswear, Inc.	<b>HIGH FIVE</b>	4643221
Augusta Sportswear, Inc.	 HOLLOWAY	3217235
Augusta Sportswear, Inc.	 HOLLOWAY	3217236
Augusta Sportswear, Inc.		3217237
Augusta Sportswear, Inc.		1826408
Augusta Sportswear, Inc.	AUGUSTA SPORTSWEAR	1488896
Discount Dance Supply, LLC <sup>1</sup>	NATALIE DANCEWEAR	7127390
Discount Dance Supply, LLC <sup>2</sup>	MARIA MX	7127179

<sup>1</sup> Change of ownership to Discount Dance, LLC to be completed.

<sup>2</sup> Change of ownership to Discount Dance, LLC to be completed.

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Discount Dance Supply, LLC <sup>3</sup>	MARIIA ECO	7127180
Discount Dance Supply, LLC <sup>4</sup>	MARIIA SKYE	7127181
Discount Dance Supply, LLC <sup>5</sup>		7159309
Discount Dance Supply, LLC <sup>6</sup>	Theatricals	7154705
Discount Dance Supply, LLC <sup>7</sup>	DOUBLE PLATINUM	7125388
Discount Dance Supply, LLC <sup>8</sup>	MARIIA CROWN	7125391
Discount Dance Supply, LLC <sup>9</sup>		6750320
Discount Dance Supply, LLC <sup>10</sup>	DISCOUNT DANCE	6799992
Discount Dance, LLC	BALTOGS	5750025
Discount Dance, Supply <sup>11</sup>	MARIIA	5610381

<sup>3</sup> Change of ownership to Discount Dance, LLC to be completed.

<sup>4</sup> Change of ownership to Discount Dance, LLC to be completed.

<sup>5</sup> Change of ownership to Discount Dance, LLC to be completed.

<sup>6</sup> Change of ownership to Discount Dance, LLC to be completed.


<sup>7</sup> Change of ownership to Discount Dance, LLC to be completed.

<sup>8</sup> Change of ownership to Discount Dance, LLC to be completed.

<sup>9</sup> Change of ownership to Discount Dance, LLC to be completed.

<sup>10</sup> Change of ownership to Discount Dance, LLC to be completed.

<sup>11</sup> Change of ownership to Discount Dance, LLC to be completed.

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Discount Dance Supply <sup>12</sup>		5626024
Discount Dance Supply, LLC <sup>13</sup>	DISCOUNT DANCE SUPPLY	4975079
Discount Dance Supply, LLC <sup>14</sup>	ALL ABOUT DANCE	4835895

**TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Mark</u>	<u>Application Number</u>
Augusta Sportswear, Inc.	ASB	97675504

<sup>12</sup> Change of ownership to Discount Dance, LLC to be completed.

<sup>13</sup> Change of ownership to Discount Dance, LLC to be completed.

<sup>14</sup> Change of ownership to Discount Dance, LLC to be completed.