

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHOOL APPAREL, INC.		01/26/2024	Corporation: CALIFORNIA
TOLD LLC		01/26/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3324131	A+	
Registration Number:	3553121	A+ BY: SAI	
Registration Number:	3941335	A+ CAREERWEAR	
Registration Number:	3573560	A+ SCHOOLWEAR	
Registration Number:	5431229	ACADEMY UNIFORMS	
Registration Number:	5431228	ACADEMY UNIFORMS	
Registration Number:	3312235	DAILY WEAR EASY CARE	
Registration Number:	3275005	KAYNEE	
Serial Number:	97288142	KNOSS	
Registration Number:	6842414	KNOSS 360	
Serial Number:	97288181	KNOSS 360 PERFORMANCE	
Serial Number:	97288170	K KNOSS	
Registration Number:	6125146	NOTICEABLY SOFT. NATURALLY COMFORTABLE	
Registration Number:	2343021	PRODUCTS IN MOTION	
Registration Number:	5135183	RK	
CORRESPONDENCE DATA			
Fax Number:	3177133699		

OP \$390.00 3324131

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: 3177133412
Email: twagner@taftlaw.com
Correspondent Name: Tiffini Wagner
Address Line 1: One Indiana Square
Address Line 2: Suite 3500
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	108816-00009
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NAME OF SUBMITTER:	Tiffini Wagner
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SIGNATURE:	/ Tiffini Wagner /
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DATE SIGNED:	01/29/2024
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made this 26th day of January, 2024, by and between SCHOOL APPAREL, INC., a California corporation (“**SAI**”), TOLD LLC, a Delaware limited liability company (“**Told**,” and with SAI collectively referred to as “**Grantor**”), and CIBC BANK USA (“**Lender**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”) by and between SAI, Told, 838 MITTEN ROAD, LLC, a California limited liability company, KNOSS APPAREL, INC., a Delaware corporation, MY APLUS UNIFORMS, LLC, a Delaware limited liability company, MM UNIFORMS, LLC, a California limited liability company, CAYSON DESIGNS LLC, a California limited liability company, TKF HOLDINGS, LLC, a Delaware limited liability company, the Guarantors party thereto, and Lender, Lender has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (the “**Security Interest**”) in all of Grantor’s right, title and interest in and to the following, now owned and existing or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):
 - (a) all trademarks and trademark licenses owned by Grantor, including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or (ii) injury to the goodwill associated with any such trademark.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor (“**Intent to Use Applications**”), and any Intent to Use Applications are specifically excluded from the trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of “Statement of Use” with the United State Patent and Trademark Office, the trademark or service mark

that was subject to such Intent to Use Application shall be a trademark hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule I to this Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of registration thereof.

3. SECURITY FOR INDEBTEDNESS. This Agreement and the Security Interest created hereby secure the payment and performance of the Obligations, whether now owned and existing or hereafter acquired or arising. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender or any of its Affiliates, whether or not they are unenforceable or not allowable due to the existence of any insolvency, bankruptcy or similar proceeding involving Grantor.

4. LOAN AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademark or become entitled to the benefit of any trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing trademark, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademark rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I, as applicable, to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I, as applicable, shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I, as applicable.

6. COUNTERPARTS. This Agreement is a Loan Document. This Agreement may be executed by original, facsimile or other electronic signatures (which shall be binding and enforceable the same as if original), in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement.

7. WAIVER OF JURY TRIAL, GOVERNING LAW AND JURISDICTION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTIONS 18.11, and 18.12 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

CIBC BANK USA, as Lender

By: Cindy Jankowski
Name: Cindy Jankowski
Title: Managing Director

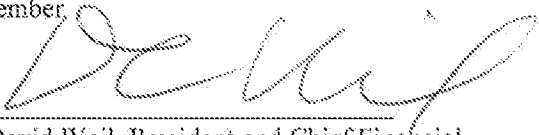
[Signature Page to Trademark Security Agreement]

SCHOOL APPAREL, INC.

By: 
David Weil, President and Chief Financial Officer



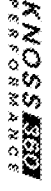

TOLD LLC

By: School Apparel, Inc.,
its Member

By: 
David Weil, President and Chief Financial
Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademarks and Trademark Applications

See attached.

Mark	Country File No.	Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner
A+	United States of America 06/21/14-07/10/901	Registered	78845918 Mar 24, 2006	3324131 Oct 30, 2007	School Apparel, Inc.
A+ BY: SAI (and design) (in color)	United States of America 06/21/14-0744909	Registered	77394228 Feb 11, 2008	3553121 Dec 30, 2008	School Apparel, Inc.
					
A+ CAREERWEAR	United States of America 06/21/14-0800774	Registered	7771512 Jun 30, 2009	3941335 Apr 5, 2011	School Apparel, Inc.
A+ SCHOOLWEAR	United States of America 06/21/14-0738823	Registered	77290526 Sep 27, 2007	3573560 Feb 10, 2009	School Apparel
ACADEMY PERFORMANCE	United States of America 102451-1040313	Registered	87359808 Mar 6, 2017	5431229 Mar 27, 2018	Told LLC
ACADEMY PERFORMANCE (and design)	United States of America 102451-1040314	Registered	87359748 Mar 6, 2017	5431228 Mar 27, 2018	Told LLC
					
DAILY WEAR EASY CARE	United States of America 06/21/14-0712736	Registered	78891381 May 24, 2006	3312235 Oct 16, 2007	School Apparel, Inc.
K-K-A-S-E	United States of America 06/21/14-1070147	Registered	78916998 Jun 26, 2006	3275005 Aug 7, 2007	School Apparel, Inc.
KNOSS	United States of America 06/21/14-1289871	Pending	97288142 Feb 28, 2022		School Apparel, Inc.
KNOSS 360	United States of America 06/21/14-1246532	Registered	9064043 Apr 12, 2021	6842414 Sep 13, 2022	School Apparel, Inc.
KNOSS 360 PERFORMANCE AND DESIGN	United States of America 06/21/14-1302600	Pending	97288181 Feb 28, 2022		School Apparel, Inc.
					
KNOSS AND DESIGN	United States of America 06/21/14-1302599	Pending	97288170 Feb 28, 2022		School Apparel, Inc.
					
NOTICEABLY SOFT - NATURALLY COMFORTABLE	United States of America 06/21/14-1092674	Registered	88016238 Jun 26, 2018	6125146 Aug 11, 2020	School Apparel, Inc.
PRODUCTS IN MOTION	United States of America 06/21/14-0591771	Registered	75641060 Feb 16, 1999	2243021 Apr 18, 2000	School Apparel, Inc.
SKX	United States of America 06/21/14-1070146	Registered	85403817 Aug 22, 2011	5135183 Feb 7, 2017	School Apparel, Inc.