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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

27

MRD 5-27-98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [X] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: BODEK AND RHODES, INC.

Execution Date Month Day Year: 05201998

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization: Pennsylvania

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: PNC BANK, NATIONAL ASSOCIATION

DBA/AKA/TA:

Composed of:

Address (line 1): 1600 Market Street

Address (line 2):

Address (line 3): Philadelphia (City) PA (State/Country) 19103 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: National Banking Association

[ ] Citizenship/State of Incorporation/Organization: U.S.A.

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

05/28/1998 SSMITH 00000098 1761814

01 FC:481 40.00 OP
02 FC:482 150.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 215-979-1249

Name Ann Marie Bruski, Paralegal

Address (line 1) c/o Duane, Morris & Heckscher LLP

Address (line 2) One Liberty Place

Address (line 3) Philadelphia, PA 19103

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 9

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1761814	2112540	1819505
			1855275	1905076	1943274
			2021043		

Number of Properties

Enter the total number of properties involved. # 7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 190.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 04-1679

Authorization to charge additional fees: Yes [X] No [ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Ann Marie Bruski, Paralegal	Ann Marie Bruski	May 22, 1998
Name of Person Signing	Signature	Date Signed

TRADEMARK SECURITY ASSIGNMENT

This Trademark Security Assignment ("Agreement") is made and entered into as of the 20th day of May, 1998, between BODEK AND RHODES, INC., a Pennsylvania corporation with a principal place of business at 2951 Grant Avenue, Philadelphia, PA 19114 (the "Assignor") and PNC BANK, NATIONAL ASSOCIATION, a national banking association with a principal place of business at 1600 Market Street, Philadelphia, PA 19103 (the "Agent").

BACKGROUND

A. As further security for its obligations under a certain Revolving Credit, Term Loan and Security Agreement dated May 20, 1998 (the "Loan Agreement") between the Assignor, the financial institutions party thereto (the "Lenders") and the Agent. The Assignor has agreed to assign to the Agent for the ratable benefit of the Lenders a security interest in certain trademarks, service marks, tradenames, and the goodwill associated therewith, as herein provided.

B. Any term used but not defined herein shall have the meaning given to such term in the Loan Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Assignment of Marks. To secure the complete and timely payment and satisfaction of all of the Obligations, the Assignor hereby grants, assigns and conveys to the Agent for the benefit of the Lenders a security interest in and to all of the Assignor's trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames, all of which are listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by the Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. Warranties and Representations. The Assignor covenants and warrants that: (a) it is the sole and exclusive owner of the entire right, title and interest in each of the Marks, free and clear of any liens, pledges, assignments or other encumbrances, subject only to existing licenses; (b) it has the unqualified

right to enter into this Agreement and perform its terms; (c) the Marks are subsisting and have not been adjudged invalid or unenforceable; (d) to the best of the Assignor's knowledge, each of the Marks is valid and enforceable; (e) no claim has been made that the use of any of the Marks does or may violate the rights of any third person; (f) the Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Marks; and (g) the Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks. The Assignor shall, in any event, indemnify and hold the Agent harmless from all losses, damages, costs and expenses, including legal costs and reasonable counsel fees, incurred by the Agent as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the Marks infringe any trademarks held by third parties.

3. Right To Inspect. Upon prior notice and during normal business hours, the Assignor hereby grants to the Agent and its employees and agents the right, at their sole cost and expense, to visit the Assignor's plants and facilities where products sold or services provided under any of the Marks are manufactured, inspected stored, or provided, and to inspect and review the products and quality control records relating thereto at reasonable times, provided, no notice need be given if an Event of Default shall exist under this Agreement. All such inspections shall be at the expense of Agent until the occurrence of an Event of Default, and upon such occurrence of an Event of Default, all such inspections shall be at the expense of the Assignor. The Assignor shall do any and all acts reasonably required by the Agent to ensure the Assignor's compliance with paragraph 2(g).

4. Right to Benefits. If, before the Obligations shall have been satisfied in full, the Assignor shall become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of paragraph 1 shall automatically apply thereto.

5. Future Marks. The Assignor authorizes the Agent to modify this Agreement by amending Schedule A to include any future trademarks, service marks or tradenames which are Marks under paragraph 1 or paragraph 4 hereof.

6. Events of Default. The term "Event of Default", as used herein, shall mean: (a) any Event of Default under this Agreement or the Loan Agreement; and (b) any violation by the Assignor of any representation, warranty or covenant contained in this Agreement and any modification or amendment hereof which is not waived or cured and remedied within thirty (30) calendar days from the occurrence of such violation.

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7. Assignor's Right to Use Marks. Unless and until an Event of Default shall occur and be continuing, the Assignor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof; provided, however, that nothing herein contained shall prohibit the Assignor from failing to renew or otherwise abandoning any item included within the Marks if, in the Assignor's good judgment, the retention of such item is not material to the proper conduct of its business, provided, however, that the Assignor shall give the Agent ten (10) days' prior written notice of any abandonment or failure to renew of any item included within the Marks.

8. Agent's Rights As Secured Party. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in Pennsylvania or elsewhere, the whole or from time to time any part of the Marks, the goodwill and equipment associated therewith, or any interest which the Assignor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to the Assignor at least five (5) calendar days before the time of any intended public or private sale or other disposition of the Marks is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note referred to in the Loan Agreement (including renewals and substitutions therefor) or the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released.

9. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Assignor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's names on all applications, documents, papers and instruments necessary for the Agent to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or

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necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and equipment associated therewith, to any third person. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

10. Termination. At such time as the Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and the Agent shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignor the full unencumbered title to the Marks, and the goodwill associated therewith, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

11. Fees and Expenses of the Agent. If an Event of Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Agent in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by the Assignor on demand by the Agent, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

12. Protection of Marks.

(a) The Assignor shall take all actions reasonably necessary to protect and defend the Marks and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. The Agent shall, upon the reasonable request of the Assignor, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in connection therewith.

(b) If an Event of Default shall have occurred and be continuing, the Agent shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event the Assignor shall at the request of the Agent do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 12.

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13. No Waiver. No course of dealing between the Assignor and the Agent nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Manufacture and Sale. The parties understand and agree that the collateral security assignment of the Marks as provided for in this Agreement, together with other collateral provided to the Agent pursuant to the Loan Agreement and the other loan documents referred to therein, will permit the Agent, upon the happening of an Event of Default as provided herein, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Loan Agreement, all of which will permit the Agent to manufacture and sell the products for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by the Assignor.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

19. Judicial Proceedings. Each party to this Agreement agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party, on or with respect to this Agreement or the dealings of the parties with respect hereto, shall be tried only by a court and not by a jury. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

Michael Rhodes / Sec

BODEK AND RHODES, INC.

By: Jeffrey Mr - CFO

ATTEST:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: VP

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Class	Trademark/ Service Mark Trade Name	Registration Number	Country	Registration Date	Renewal Date
	Ultrasource	1,761,814	USA	03/30/93	03/30/2003
18,24,25	Ultra Club Collection	2,112,540	USA	11/11/97	11/11/2007
25,Sweatshirts	Ultra Club Collection	1,819,505	USA	02/01/94	02/01/2004
25,Golf shirts	Ultra Club Collection	1,855,275	USA	09/20/94	09/20/2004
25,T-shirts	Ultra Club Collection	1,905,076	USA	11/11/95	11/11/2005
25,Shorts	Ultra Club Collection	1,943,274	USA	12/19/95	12/19/2005
25,Shirts,Jackets	Ultra Club Collection	2,021,043	USA	12/03/96	12/03/2006

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CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 20th day of May, 1998, personally appeared Francis D. Phillips to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice-President of PNC Bank, National Association, a national banking association, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.

Mary Patricia Gallagher
Notary Public

My Commission Expires:

Notarial Seal
Mary Patricia Gallagher, Notary Public
Philadelphia, Philadelphia County
My Commission Expires April 21, 2001
Member, Pennsylvania Association of Notaries

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CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 20th day of May, 1998, personally appeared Jeffrey Scher to me known personally, and who, being by me duly sworn, deposes and says that he is the Chief Financial Officer of Bodek and Rhodes, Inc., a Pennsylvania corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.

Mary Patricia Gallagher
Notary Public

My Commission Expires:

Notarial Seal
Mary Patricia Gallagher, Notary Public
Philadelphia, Philadelphia County
My Commission Expires April 21, 2001
Member, Pennsylvania Association of Notaries

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