

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alternative Apparel, Inc.		12/14/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1100 Abernathy Road NE, Suite 1600		
Internal Address:	Building 500		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	national chartered bank: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4529959	ALTERNATIVE	
Registration Number:	4716673		
Registration Number:	4540354		
Registration Number:	4362493	ALTERNATIVE MOVE	
Registration Number:	4325996	ALTERNATIVE	
Registration Number:	4329532		
Registration Number:	4431473	COMMON THREAD	
Registration Number:	4377398	ALTERNATIVE	
Registration Number:	4328861	ALTERNATIVE	
Registration Number:	3280836	ALTERNATIVE	
Registration Number:	3054396	ALTERNATIVE	
Registration Number:	4321347	ALTERNATIVE	
Registration Number:	4064061	ALTERNATIVE	
Registration Number:	3886589	ALTERNATIVE EARTH	
Serial Number:	86424274	MOVE	
Serial Number:	85383374	FLEECE NAVIDAD	
Serial Number:	85731728	COP A FEEL	

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CORRESPONDENCE DATA**Fax Number:**

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.

Email: trademarks.atl@bryancave.com**Correspondent Name:** Christopher Kupec/Bryan Cave LLP**Address Line 1:** 301 S. College Street, Suite 3400**Address Line 4:** Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	0388820
NAME OF SUBMITTER:	Christopher Kupec
SIGNATURE:	/Christopher Kupec/
DATE SIGNED:	12/16/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 14, 2015, is made by and between ALTERNATIVE APPAREL, INC., a Delaware corporation, having a business location at the address set forth below next to its signature (the "Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and Wells Fargo are parties to a Credit Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), dated December 14, 2015, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Wells Fargo has required the execution and delivery of this Agreement and that certain Security Agreement dated December 14, 2015 (the "Security Agreement") by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Trademark Collateral" has the meaning given in Section 2 of this Agreement.

"Security Interest" has the meaning given in Section 2 of this Agreement.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, collaterally assigns and pledges to Wells Fargo a continuing security interest (the "Security Interest") in the Debtor's Trademarks and all products and proceeds thereof (collectively, the "Trademark Collateral"), to secure the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to Wells Fargo herein are granted in furtherance, and not in limitation of, the security interests granted to the Wells Fargo pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Wells Fargo with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by Wells Fargo and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Wells Fargo to exercise any right, remedy, or option under this Agreement, or delay by Wells Fargo in exercising the same, will operate as a waiver thereof. No waiver by Wells Fargo will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Wells Fargo under this Agreement shall be cumulative. No exercise by Wells Fargo of one right or remedy shall be deemed an election, and no waiver by Wells Fargo shall be deemed a continuing waiver. All notices to be given to Debtor or Wells Fargo under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND WELLS FARGO HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF 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. DEBTOR AND WELLS FARGO REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.


(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

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IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

c/o Alternative Apparel, Inc.
1650 Indian Brook Way
Building 200
Norcross, Georgia 30093
Attention: Evan Toporek, Chief Executive Officer
Fax No.: (888) 481-1216
Email: evan@alternativeapparel.com

ALTERNATIVE APPAREL, INC.

By: 
Name: Evan Toporek
Title: CEO

With copy to:

1650 Indian Brook Way
Building 200
Norcross, Georgia 30093
Attention: Rob Perkins
Fax No.: (888) 481-1216
Email: robp@robertthomasllc.com

Wells Fargo Bank, National Association
1100 Abernathy Road NE, Suite 1600
Building 500
Atlanta, Georgia 30328
Attn: Charles F. Liles

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005690 FRAME: 0984

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

c/o Alternative Apparel, Inc.
1650 Indian Brook Way
Building 200
Norcross, Georgia 30093
Attention: Evan Toporek, Chief Executive Officer
Fax No.: (888) 481-1216
Email: evan@alternativeapparel.com

ALTERNATIVE APPAREL, INC.

By: _____
Name: _____
Title: _____

With copy to:

1650 Indian Brook Way
Building 200
Norcross, Georgia 30093
Attention: Rob Perkins
Fax No.: (888) 481-1216
Email: robp@robertthomasllc.com

Wells Fargo Bank, National Association
1100 Abernathy Road NE, Suite 1600
Building 500
Atlanta, Georgia 30328
Attn: Charles F. Liles

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: *George Heuster*
Name: *George Heuster*
Title: *Vice President*




TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005690 FRAME: 0985

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ALTERNATIVE	4529959	May 13, 2014
	4716673	April 7, 2015
	4540354	May 27, 2014
ALTERNATIVE MOVE	4362493	July 2, 2013
ALTERNATIVE	4325996	April 23, 2013
	4329532	April 30, 2013
COMMON THREAD	4431473	November 12, 2013
ALTERNATIVE	4377398	July 30, 2013
ALTERNATIVE	4328861	April 30, 2013
ALTERNATIVE	3280836	August 14, 2007
ALTERNATIVE	3054396	January 31, 2006
ALTERNATIVE	4321347	April 16, 2013
ALTERNATIVE	4064061	November 29, 2011
ALTERNATIVE EARTH	3886589	December 7, 2010

APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
MOVE	86424274	October 15, 2014
FLEECE NAVIDAD	85383374	July 28, 2011
COP A FEEL	85731728	September 18, 2012

COLLECTIVE MEMBERSHIP MARKS AND/OR UNREGISTERED MARKS

None.