

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YS Garments, LLC		08/10/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BNP PARIBAS, as collateral agent		
Street Address:	787 Seventh Avenue, 28th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Banking Corporation: FRANCE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87701169	NEXT LEVEL SUSTAINABLE	
Serial Number:	87701142	NL NEXT LEVEL SUSTAINABLE	
Serial Number:	87088648	INSPIRED DYE	
Serial Number:	87370248	NL	
Serial Number:	87370243	NL NEXT LEVEL APPAREL	
Serial Number:	87315394	NEXT LEVEL AMERICA	
Registration Number:	5251622	IDEAL T	
Registration Number:	5251621	IDEAL T	
Serial Number:	87088545	ID INSPIRED DYE BY NEXT LEVEL	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	James W. Kachadoorian		
Address Line 1:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	86700/254		

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NAME OF SUBMITTER:	James W. Kachadoorian
SIGNATURE:	/James W. Kachadoorian by trademarkny/
DATE SIGNED:	08/14/2018
Total Attachments: 5 source=BNPP Next Level IP Security Agreement August 10 (EXECUTION)#page1.tif source=BNPP Next Level IP Security Agreement August 10 (EXECUTION)#page2.tif source=BNPP Next Level IP Security Agreement August 10 (EXECUTION)#page3.tif source=BNPP Next Level IP Security Agreement August 10 (EXECUTION)#page4.tif source=BNPP Next Level IP Security Agreement August 10 (EXECUTION)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 10, 2018 between the signatory hereto (the “**Grantor**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of August 9, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including any royalties or income from the Trademark Licenses and any and all payments, claims, damages, and proceeds of suit (for the avoidance of doubt, in the case of each of the foregoing, excluding any Excluded Assets) (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the

transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

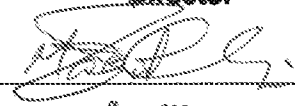
YS GARMENTS, LLC,
as the Grantor

By: 
Name: Yosef Simsoly
Title: Chief Executive Officer and Secretary

BNP PARIBAS, as Collateral Agent

By: 

Name: **Albert Arencibia**
Title: **Director**

By: 

Name: **Aadil Zuberi**
Title: **Vice President**

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Grantor	Title	Filing Date / Issue Date	Status	Application / Reg. No.
YS Garments, LLC	NEXT LEVEL SUSTAINABLE	11/29/17	Pending	87701169
YS Garments, LLC	NL NEXT LEVEL SUSTAINABLE	11/29/17	Pending	87701142
YS Garments, LLC	INSPIRED DYE	6/29/16	Pending	87088648
YS Garments, LLC	NL	3/14/17	Pending	87370248
YS Garments, LLC	NL NEXT LEVEL APPAREL	3/14/07	Pending	87370243
YS Garments, LLC	NEXT LEVEL AMERICA	1/26/17	Pending	87315394
YS Garments, LLC	IDEAL T	7/25/17	Registered	5251622
YS Garments, LLC	IDEAL T	7/25/17	Registered	5251621
YS Garments, LLC	ID INSPIRED DYE BY NEXT LEVEL	6/29/16	Pending	87088545