

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM565419

<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>
CircleRock LLC		02/04/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Adrian Mill Holdings LLC		
<b>Street Address:</b>	5320 Kelsey Terrace		
<b>City:</b>	Edina		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55436		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4467973	FARIBAULT WOOLEN MILL CO. 1865	
<b>Serial Number:</b>	88262283	FARIBAULT WOOLEN MILL CO. 1865	
<b>Registration Number:</b>	5005147	FOOT SOLDIER	
<b>Registration Number:</b>	5375555	NORTH STAR BLANKETS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126324375		
<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>			
<b>Phone:</b>	612-632-3375		
<b>Email:</b>	lori.weise-parks@lathropgpm.com		
<b>Correspondent Name:</b>	Lori L. Wiese-Parks of Lathrop GPM LLP		
<b>Address Line 1:</b>	80 South Eighth Street		
<b>Address Line 2:</b>	500 IDS Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	303290		
<b>NAME OF SUBMITTER:</b>	Katy Gray		
<b>SIGNATURE:</b>	/Katy Gray/		
<b>DATE SIGNED:</b>	03/05/2020		
<b>Total Attachments: 4</b>			

CH \$115.00 4467973

source=CircleRock LLC-Adrian Mills Holdings - Trademark Security Agreement Executed v1#page1.tif  
source=CircleRock LLC-Adrian Mills Holdings - Trademark Security Agreement Executed v1#page2.tif  
source=CircleRock LLC-Adrian Mills Holdings - Trademark Security Agreement Executed v1#page3.tif  
source=CircleRock LLC-Adrian Mills Holdings - Trademark Security Agreement Executed v1#page4.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is dated February 4, 2020, and is by and between CircleRock LLC, a Delaware limited liability company (“**Grantor**”), and Adrian Mill Holdings LLC, a Minnesota limited liability company (“**Secured Party**”).

Grantor and Secured Party entered into the lease agreement dated February 4, 2020 (as amended, restated, or otherwise modified from time to time, the “**Lease**”), in connection with the Asset Purchase Agreement dated February 4, 2020, by and among Grantor, Faribault Woolen Mill Company, LLC, a Minnesota limited liability company (“**FWM**”), and Paul R. Mooty, under which Grantor purchased certain assets from FWM, including certain trademarks and tradenames of FWM.

Under the terms of the Lease, Grantor granted to Secured Party a security interest in such trademarks and tradenames, and Grantor has agreed to sign and deliver this agreement for recording with governmental authorities, including the United States Patent and Trademark Office. The parties therefore agree as follows:

1. Grant of Security. As collateral security for the prompt payment and performance when due of Grantor’s obligations under the Lease, Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “**Trademark Collateral**”):
  - (a) the trademark registrations and applications set forth in Schedule 1, attached, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (collectively, the “**Trademarks**”);
  - (b) all rights of any kind whatsoever of Grantor accruing under any of the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademarks; and
  - (d) all claims and causes of action, with respect to any of the Trademarks, whether occurring before, on, or after the date of this agreement, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this agreement upon request by Secured Party.
3. Lease. This agreement has been entered into in conjunction with the Lease, which is hereby incorporated by reference. The provisions of the Lease supersede and control over any conflicting or inconsistent provision in this agreement. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Lease and

related documents, and nothing in this agreement will be deemed to limit such rights and remedies.

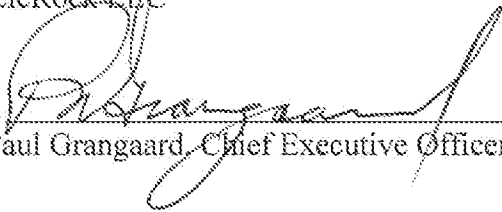
4. Grantor Remains Liable. Notwithstanding anything to the contrary in this agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement, or any other necessary or desirable actions in connection with the Trademark Collateral.
5. Counterparts. This agreement may be signed in counterparts, each of which will constitute an original, but all of which when taken together will constitute a single contract. Delivery of a signed counterpart of a signature page to this agreement by facsimile or in electronic format (i.e., “pdf” or “tif”) will be effective as delivery of a manually signed counterpart.
6. Successors and Assigns. This agreement will be binding on and will inure to the benefit of the parties and their successors and assigns.
7. Governing Law. This agreement and the rights and obligations of the parties will be governed by, and construed and interpreted in accordance with, the law of the State of Minnesota.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this agreement on the date stated in the introductory clause.

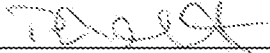
**GRANTOR:**

CircleRock LLC

By:   
Paul Grangaard, Chief Executive Officer

**SECURED PARTY:**



Adrian Mill Holdings LLC

By:   
Name: Paul R. Kelly  
Its: Product

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

TO TRADEMARK SECURITY AGREEMENT

MARK	COUNTRY	APP NO.	DATE FILED	REG. NO.	REG. DATE
 <p>FARIBAULT WOOLEN MILL CO. 1865 &amp; Design</p>	United States of America	85/558,222	Mar 2, 2012	4,467,973	Jan 14, 2014
 <p>FARIBAULT WOOLEN MILL CO. 1865 Design</p>	United States of America	88/262,283	Jan 15, 2019	Pending	Pending
<p>FOOT SOLDIER</p>	United States of America	86/979,107	Mar 13, 2015	5,005,147	Jul 19, 2016
<p>NORTH STAR BLANKETS</p>	United States of America	86/257,634	Apr 21, 2014	5,375,555	Jan 9, 2018