

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM618445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Recollect Threads Ltd.		01/04/2021	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	900 W. Trade St.		
Internal Address:	Gateway Village-900 Bldg., NC1-026-06-09 (MacLegal)		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5915836	LOCALE OUTDOOR	
Registration Number:	5962385	LOCALE	
Registration Number:	4239995	LOCALE	
Registration Number:	4428309	RT	
Registration Number:	4424891		
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	17997.2074_CravensC		
NAME OF SUBMITTER:	Venisa Dark		
SIGNATURE:	/Venisa Dark/		
DATE SIGNED:	01/05/2021		

OP \$140.00 5915836

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 4, 2021 (this “Agreement”), is made by Recollect Threads Ltd., a Colorado limited liability company (the “Grantor”), and Bank of America, N.A., as administrative agent (in such capacity, “Agent”). Reference is made to the Amended and Restated Loan and Security Agreement dated as of August 21, 2019 (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), by, among others, the Grantor as a Borrower, the Lenders (defined therein) from time to time party thereto and Agent.

WHEREAS, the Lenders have agreed to extend credit to Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligation of the Lenders to extend such credit is conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, the Grantor will derive substantial benefits from such extension of credit pursuant to the Loan Agreement and is willing to execute and deliver this Agreement in order to induce Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor pursuant to the Loan Agreement did, and hereby does, grant to Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks listed on Schedule I hereto;
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Furtherance of Interests. The security interests granted to Agent herein are granted in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Loan Agreement and the other Loan Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement and the other Loan Documents, 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 Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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

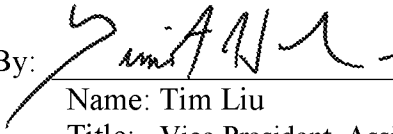
counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

GRANTOR:

RECOLLECT THREADS LTD., as
Grantor

By: 
Name: Tim Liu
Title: Vice President, Assistant
Treasurer and Assistant Secretary

AGENT:

BANK OF AMERICA, N.A., as Agent

By: _____



Name: Monirah J. Masud

Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Registration No.	Registration Date	Owner	Cutout Status
Locale Outdoor	5915836	November 19, 2019	Recollect Threads Ltd.	Registered
Locale	5962385	January 14, 2020	Recollect Threads Ltd.	Registered
Locale	4239995	November 13, 2012	Recollect Threads Ltd.	Registered
RT (stylized)	4428309	November 5, 2013	Recollect Threads Ltd.	Registered
SKIER Logo	4424891	October 29, 2013	Recollect Threads Ltd.	Registered