

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (ABL)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elevate Textiles, Inc.		06/21/2023	Corporation: DELAWARE
Burlington Industries LLC		06/21/2023	Limited Liability Company: DELAWARE
Safety Components Fabric Technologies, Inc.		06/21/2023	Corporation: DELAWARE
WLR Cone Mills IP, Inc.		06/21/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	300 Galleria Parkway, Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	88984909	ODORBLOCK
Serial Number:	88131113	WHAT GOES AROUND, COMES AROUND
Serial Number:	88131039	RESTORA
Serial Number:	88512347	RAEFLEX
Serial Number:	88131076	RESTORA
Serial Number:	97777830	ELEVATE TEXTILES
Serial Number:	88844554	PF ZERO
Serial Number:	88258650	DISTILLED INDIGO
Serial Number:	88191728	CONE DEEPTONE DENIM

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

OP \$240.00 88984909

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED: 06/22/2023

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Elevate Textiles, Inc.
Corporation - Delaware, USA
- 2. Burlington Industries LLC
Limited Liability Company - Delaware, USA
- 3. Safety Components Fabric Technologies, Inc.
Corporation - Delaware, USA
- 4. WLR Cone Mills IP, Inc.
Corporation - Delaware, USA

Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 21, 2023

- Assignment Merger
- Security Agreement Change of Name
- Other Security Agreement (ABL)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 300 Galleria Parkway, Suite 800

City: Atlanta

State: GA

Country: USA Zip: 30339

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
see attached Schedule I

B. Trademark Registration No.(s)
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Elevate 08061.2269 (ABL)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

June 21, 2023

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2023, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of May 1, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[Signature page follows]

Acknowledged and agreed:

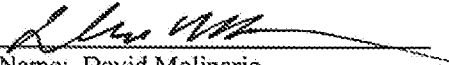
GRANTORS:

ELEVATE TEXTILES, INC.
BURLINGTON INDUSTRIES LLC
SAFETY COMPONENTS FABRIC TECHNOLOGIES, INC.
WLR CONE MILLS IP, INC.

By: 
Name: Elliott Barker
Title: Chief Financial Officer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: David Molinario
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Burlington Industries LLC	ODORBLOCK	88984909	January 7, 2020	7026320	April 11, 2023
2.	Burlington Industries LLC	WHAT GOES AROUND, COMES AROUND	88131113	September 25, 2018	6747070	May 31, 2022
3.	Burlington Industries LLC	RESTORA	88131039	September 25, 2018	6316086	April 6, 2021
4.	Burlington Industries LLC	RAEFLEX	88512347	July 12, 2019	6296085	March 16, 2021
5.	Burlington Industries LLC	RESTORA	88131076	September 25, 2018	6206255	November 24, 2020

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
6.	Elevate Textiles, Inc.	ELEVATE TEXTILES	97777830	February 2, 2023		
7.	Safety Components Fabric Technologies, Inc.	PF ZERO	88844554	March 23, 2020	6365643	May 25, 2021
8.	WLR Cone Mills IP, Inc.	DISTILLED INDIGO	88258650	January 11, 2019	6521214	October 12, 2021
9.	WLR Cone Mills IP, Inc.	CONE DEEPTONE DENIM	88191728	November 13, 2018	6119698	August 4, 2020

TRADEMARK

REEL: 008106 FRAME: 0159

RECORDED: 06/22/2023