

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3099100

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	REVOLUTIONWEAR, INC.	05/05/2014
RECEIVING PARTY DATA		
Name:	MATHIAS INGVARSSON	
Street Address:	1745 BROADWAY	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	7178174	
CORRESPONDENCE DATA		
Fax Number:	(617)235-9493	
<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:	212-841-5791	
Email:	TRADEMARKS@ROPESGRAY.COM	
Correspondent Name:	MERRILL A. ULMER, ROPES & GRAY LLP	
Address Line 1:	1211 AVENUE OF THE AMERICAS	
Address Line 4:	NEW YORK, NEW YORK 10036	
ATTORNEY DOCKET NUMBER:	108219-0002	
NAME OF SUBMITTER:	MERRILL A. ULMER	
SIGNATURE:	/merrill ulmer/	
DATE SIGNED:	11/07/2014	
Total Attachments: 6		
source=Security Agreement#page1.tif		
source=Security Agreement#page2.tif		
source=Security Agreement#page3.tif		
source=Security Agreement#page4.tif		
source=Security Agreement#page5.tif		
source=Security Agreement#page6.tif		

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated May 5, 2014, is made by REVOLUTIONWEAR, INC. (the "Company") in favor of Mathias Ingvarsson, as collateral agent (the "Collateral Agent") for the Purchasers (as defined in the Purchase Agreement referred to below).

WHEREAS, the Company has entered into a Note and Warrant Purchase Agreement dated as of May 5, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), with the Collateral Agent and the Purchasers from time to time party thereto. Terms defined in the Purchase Agreement and not otherwise defined herein are used herein as defined in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement and the Notes, the Company has granted to the Purchasers a security interest in certain intellectual property of the Company, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

SECTION 1. Grant of Security. The Company hereby grants to the Collateral Agent for the ratable benefit of the Purchasers a security interest in all of the Company's right, title and interest in and to the following (the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");
- (iii) all copyrights now owned or hereafter acquired by the Company, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the

world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Company under this IP Security Agreement secures the payment of all obligations of the Company pertaining to the Notes now or hereafter existing under or in respect of the Purchase Agreement and all documents executed in connection therewith, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Company, the payment of all amounts that would be owed by the Company to any Purchaser under the Purchase Agreement or any other document executed in connection therewith, but for the fact that such obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Company.

SECTION 3. Recordation. The Company authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Purchase Agreement and the Notes. The Company does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Purchase Agreement and the Notes, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature pages to follow.]

SCHEDULE A

Patents

<u>Title</u>	<u>Patent No./ Application No.</u>	<u>Jurisdiction</u>	<u>Filed</u>	<u>Issued</u>	<u>Status</u>
Men's Underwear with an Adjustable Support Sling	7,178,174	United States	9/16/2005	2/20/2007	Issued
Men's Underwear with an Adjustable Support Sling	1339296	EP	12/7/2001	9/3/2003	Issued
Men's Underwear with an Adjustable Support Sling	2002218639	AU	12/7/2001	8/10/2006	Issued
Men's Underwear with an Adjustable Support Sling	116041	BR	12/7/2001	10/14/2003	Issued
Men's Underwear with an Adjustable Support Sling	DE60113562D	DE	12/7/2001	6/22/2006	Issued
Men's Underwear with an Adjustable Support Sling	2004522865	JP	12/7/2001	7/29/2004	Issued
Men's Underwear with an Adjustable Support Sling	1482871	CN	12/7/2001	3/17/2004	Issued
Men's Underwear with an Adjustable Support Sling	2250304	ES	12/7/2001	4/16/2006	Issued
Men's Underwear with an Adjustable Support Sling	2267282	RU	12/7/2001	1/10/2006	Issued
Men's Underwear with an Adjustable Support Sling	516976	SE	12/8/2001	3/26/2002	Issued
Men's Underwear with an Adjustable Support Sling	WO02051268	PCT	12/7/2001	7/4/2002	Issued
Men's Underwear with an Adjustable Support Sling	1339296	Switzerland			Pending
Men's Underwear with an Adjustable Support Sling	1339296	FR			Pending
Men's Underwear with an Adjustable Support Sling	1339296	GB			Pending
Men's Underwear with an Adjustable Support Sling	1339296	IT			Pending
Men's Underwear with an Adjustable Support Sling	1339296	Netherlands			Pending

SCHEDULE B

Trademarks

<u>Mark</u>	<u>Serial No./ Reg. No.</u>	<u>Jurisdiction</u>	<u>Filed</u>	<u>Reg. Date</u>	<u>Class and Description of Goods Covered</u>	<u>Status</u>
FRIGO	3468148	United States	6/29/2007	7/15/2008	Clothes, namely men's underwear, athletic underwear and swimwear	Registered
FRIGO	355803	Sweden	2/11/2002	5/24/2002	25 (Clothing)	Registered
FRIGO	5590567	Community Trademarks	12/29/2006	7/15/2010	25 (Clothing)	Registered
FRIGO	928252	International Register	12/29/2006	6/29/2007	25 (Clothing)	Registered

SCHEDULE C

Copyrights

None.