

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT4047117

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BADGER SPORTSWEAR, INC.	09/09/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ANTARES CAPITAL LP
<b>Street Address:</b>	500 WEST MONROE STREET
<b>Internal Address:</b>	17TH FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D661102
<b>Patent Number:</b>	D661492
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)310-8007
<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>	212.310.8418
<b>Email:</b>	juan.arias@weil.com
<b>Correspondent Name:</b>	STEVEN LEPORIN
<b>Address Line 1:</b>	WEIL, GOTSHAL & MANGES LLP
<b>Address Line 2:</b>	767 FIFTH AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10153
<b>NAME OF SUBMITTER:</b>	STEVEN LEPORIN
<b>SIGNATURE:</b>	/STEVEN LEPORIN/
<b>DATE SIGNED:</b>	09/09/2016
<b>Total Attachments: 4</b>	
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source=Project Badger - First Lien Patent Security Agreement#page4.tif	

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is entered into as of September 9, 2016 (this “Agreement”), among Badger Sportswear, Inc., a North Carolina corporation (the “Grantor”) and Antares Capital LP (“Antares”), as collateral agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the First Lien Credit Agreement).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of September 9, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among Badger Sportswear Acquisition, Inc., a Delaware corporation, the other Grantors (as defined therein) party thereto and the Administrative Agent. The Lenders (as defined in the First Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “Patent Collateral”):

A. all Patents, including those issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. the right to sue third parties for past, present and future infringements of any Patent and pending applications; and

C. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

BADGER SPORTSWEAR, INC.,  
*as Grantor*

By:   
Name: Joseph M. Scharfenberger Jr.  
Title: Secretary

ANTARES CAPITAL, LP,  
as Administrative Agent

By: Steve Rubinstein

Name: Steven Rubinstein

Title: Duly Authorized Signatory

**SCHEDULE I**

**PATENTS**

<b>Registered Owner</b>	<b>Patent Title</b>	<b>Country</b>	<b>Application No.</b>	<b>Patent No.</b>
Badger Sportswear, Inc.	SUBSTRATE WITH CAMOUFLAGE PATTERN	US	29/390,842	D661102
Badger Sportswear, Inc.	SUBSTRATE WITH CAMOUFLAGE PATTERN	US	29/390,845	D661492