

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4204872

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BOLLMAN HAT COMPANY	12/29/2016
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	1600 MARKET STREET, FLOOR 31
Internal Address:	ATTN: JIM CRUMLISH
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	5669076
Patent Number:	D396945
Patent Number:	7082620
Patent Number:	5426789
Patent Number:	5822799
Patent Number:	6138279
Patent Number:	6012172
Patent Number:	6230330
CORRESPONDENCE DATA	
Fax Number:	(215)864-8999
<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:	215-864-8253
Email:	riordana@ballardspahr.com
Correspondent Name:	BALLARD SPAHR LLP
Address Line 1:	1735 MARKET STREET, 51ST FLOOR
Address Line 2:	ATTN: YUNHEE KIM
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	00203299
NAME OF SUBMITTER:	YUNHEE KIM

PATENT

SIGNATURE:	/Yunhee Kim/
DATE SIGNED:	12/29/2016
Total Attachments: 20	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") dated as of December 29, 2016, is made by and among each of the undersigned (individually, a "*Grantor*" and/or collectively, "*Grantors*"), in favor of PNC BANK, NATIONAL ASSOCIATION (together with its successors and assigns, "*Lender*").

WITNESSETH:

WHEREAS, Grantors, the other guarantors party thereto and Lender are parties to a certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), which provides for Lender to make certain revolving loans and a term loan to, and for the benefit of, Borrower (as defined in the Credit Agreement). All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

WHEREAS, to secure Loan Parties' obligations under the Credit Agreement, each Grantor is required to grant to Lender a security interest in substantially all of such Grantor's assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, goodwill and licenses, and all proceeds thereof.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and the making of the loans thereunder by Lender that Grantors execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors (intending to be legally bound) hereby agrees as follows:

1. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due of all of the indebtedness, liabilities and obligations owing by Loan Parties to Lender under the Credit Agreement and Other Documents, including, without limitation, all of the Obligations (collectively, the "*Obligations*"), each Grantor hereby grants a first priority perfected security interest and lien to Lender having priority over all other security interests and liens, with power of sale, upon the occurrence of an Event of Default, in and to any and all of such Grantor's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "*Intellectual Property*"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the

items described in clauses (a)-(d) of this subsection 1(i), are sometimes hereinafter referred to individually as a "*Patent*" and, collectively, as the "*Patents*"; and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 1(ii), are sometimes hereinafter referred to individually as a "*Trademark*" and, collectively, as the "*Trademarks*"; provided, however, that the Trademarks shall not include any intent-to-use trademark or service mark application 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 or service mark application under applicable law and, after such period, such interest in such trademark or service mark application shall be subject to a security interest in favor of Lender and shall be included in the Trademarks; and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement and excluding software licenses) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between any Grantor and any other party, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and any Grantor's rights thereunder are referred to collectively as the "*Licenses*"; and

(iv) the goodwill of each Grantor's business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d) of this subsection 1(v), are sometimes hereinafter individually and/or collectively referred to as the "*Copyrights*"; and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to

others and which are maintained as confidential by any Grantor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "*Trade Secrets*").

2. Representations and Warranties. Each Grantor hereby represents and warrants to Lender, which representations and warranties shall survive the execution and delivery of this Agreement, that as of the date hereof:

(i) To such Grantor's knowledge, none of the Intellectual Property has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(ii) Each of the Intellectual Property material to the Grantor's business is valid and enforceable, and such Grantor has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(iii) Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by such Grantor not to sue third persons, except for any applicable Permitted Encumbrances;

(iv) Such Grantor has adopted, used and is currently using all of the Trademarks, and to such Grantor's knowledge, such Grantor's use thereof does not infringe the intellectual property rights of any Person;

(v) Such Grantor has no notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property;

(vi) Such Grantor has the unqualified right to execute and deliver this Agreement and perform its terms, this Agreement has been executed and delivered by a duly authorized officer of such Grantor, and this Agreement is a legally valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally;

(vii) No trademark opposition or cancellation proceedings have been filed with the United States Patent and Trademark Office against any of the Trademarks within the prior five years;

(viii) The Licenses listed on Exhibit C, complete copies of which have been provided to Lender, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). To each Grantor's best knowledge, each of the Licenses listed on Exhibit C is in full force and effect and has not been amended or abrogated and there is no default under any of such listed Licenses; and

(ix) To the best knowledge of each Grantor, none of the material Intellectual Property infringes upon the rights or property of any other Person or is currently being challenged and there are no pending or, to the knowledge of each Grantor, threatened in writing claims, litigation, proceedings or other investigations regarding any of the Intellectual Property.

3. Restrictions on Future Agreements. Each Grantor agrees that until all Obligations shall have been satisfied and paid in full in cash and the Credit Agreement shall have been terminated, such Grantor shall not, without the prior written consent of Lender, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property (except for such action in the ordinary course of such Grantor's business), and such Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Lender under this Agreement.

4. New Intellectual Property. Each Grantor hereby represents and warrants to Lender that the Intellectual Property listed on Exhibits A, B, C and D, respectively, constitute all of the Intellectual Property registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress now owned by such Grantor. If, before all Obligations shall have been satisfied in full in cash or before the Credit Agreement has been terminated, such Grantor shall (i) become aware of any such existing Intellectual Property of which such Grantor has not previously informed Lender, (ii) obtain rights to any new patentable inventions or other Intellectual Property, or (iii) become entitled to the benefit of any such Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and such Grantor shall give to Lender prompt written notice thereof. Each Grantor hereby authorizes Lender to modify this Agreement by amending Exhibits A, B, C and D, as applicable, to include any such Intellectual Property, and to file or refile this Agreement with the U.S. Patent and Trademark Office and the U.S. Copyright Office or Library of Congress. Upon Lender's reasonable request, such Grantor agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve Lender's security interest in such Grantor's Patents, Trademarks and Copyrights to be registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress that are added to Exhibits A, B, C and D pursuant to this Section.

5. Royalties; Terms; Rights Upon Default. The term of this Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property collaterally assigned hereunder, and (ii) the payment in full in cash of all Obligations and the termination of the Credit Agreement. Each Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Intellectual Property shall be worldwide and as extensive as the rights of such Grantor to use such Intellectual Property, and without any liability for royalties or other related charges from Lender to any Grantor. Upon the occurrence and during the continuance of any Event of Default, and provided that Lender has acquired such Intellectual Property through the exercise of Lender's remedies in accordance with the Uniform Commercial Code (to the extent applicable) and any other applicable law, each Grantor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any

and all Patents to Lender as assignee of such Grantor's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Lender as assignee of such Grantor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Lender as assignee of such Grantor's entire interest therein and in the goodwill of such Grantor's business connected therewith and symbolized thereby.

6. Effect on Credit Agreement. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code.

7. Trademark Quality Control. Each Grantor agrees (i) to maintain in all material respects the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Lender, upon Lender's reasonable request from time to time, with a certificate of an officer of such Grantor certifying, on behalf of such Grantor, such Grantor's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its sole but reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred and Lender has acquired such Intellectual Property through the exercise of Lender's remedies in accordance with the Uniform Commercial Code (if applicable) or other applicable law, Lender agrees to hold confidential and not disclose or use any non-public information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order or as otherwise provided in Section 16.15 of the Credit Agreement.

8. Release of Agreement. Upon the payment in full in cash of the Obligations, and the full and final termination of any commitment to extend any loan or financial accommodations under the Credit Agreement, this Agreement shall terminate, and Lender shall execute and deliver any document or instrument (in recordable form, as applicable) reasonably requested by Grantors, at Grantors' sole cost and expense, as shall be necessary to evidence or confirm termination of the security interest granted by Grantors to Lender hereunder. At such time, Grantors shall be entitled to file or record such instruments and documents as may be necessary or advisable to evidence or confirm the termination of Lender's security interest provided hereby.

9. Expenses. All costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any

taxes, reasonable counsel fees, maintenance fees, encumbrances (other than Permitted Encumbrances) or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by Grantors on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate.

10. Duties of Grantors. Each Grantor shall have the duty to the extent commercially reasonable and in such Grantor's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full in cash and the Credit Agreement has been terminated, (ii) to make application on unpatented but material patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the material Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of such Grantor in its Trademarks), and (iv) to ensure that the material Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with such Grantor's obligations under this Section 10 shall be borne by such Grantor. Grantors shall not knowingly and unreasonably abandon any right to file any patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, in each case to be registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress without the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed.

11. Lender's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property to be registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress, and, if Lender shall commence any such suit, each Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Lender in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Lender (and each Indemnified Party of Lender, if and as applicable) for all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Lender (or any Indemnified Party of Lender, if and as applicable) in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantors and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in

such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any Person, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any Person. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been paid in full in cash and the Credit Agreement has been terminated.

16. Indemnification. Each Grantor hereby agrees to and shall defend, indemnify, save, and hold Lender and each Indemnified Party of Lender harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any Person arising out of or relating to this Agreement or the transactions contemplated hereby, and (b) all costs, expenses, charges, penalties, damages, and losses (including, without limitation, reasonable attorneys' fees and out-of-pocket costs and expenses) in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following, or consequential to this Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by Lender because of its willful misconduct or gross negligence as determined by a final and nonappealable decision of a court of competent jurisdiction. The indemnification obligations of each Grantor provided hereby shall survive the termination of this Agreement and the Credit Agreement.

17. Binding Effect; Benefits. This Agreement shall be binding upon each Grantor and its respective successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, no Grantor shall assign this Agreement or any of such Grantor's obligations hereunder without the prior written consent of Lender.

18. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to choice of law or conflict of law principles that would require the application of any other laws.

19. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in

one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding as a signed original for all purposes.

20. Further Assurances. Each Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Each Grantor acknowledges that a copy of this Agreement will be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Grantors.

21. Survival of Representations. All representations and warranties of Grantors contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade on the date of each borrowing under the Credit Agreement.

22. Foreign Patents, Copyrights and Trademarks. Upon the reasonable request of Lender, at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Grantors, Grantors shall take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Lender to collaterally assign any and all of such Grantor's material foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Lender. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications, without any action required by any Person.

23. Jury Trial Waiver. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Intellectual Property Security Agreement in favor of Lender, as of the date first written above.

BOLLMAN HAT COMPANY, a
Pennsylvania corporation

By: David A. Huber
Name: David A. Huber
Title: CFO/COO

BOLLMAN INDUSTRIES, INC., a
Delaware corporation

By: David A. Huber
Name: David A. Huber
Title: CFO/COO

HELEN KAMINSKI ASIA, LLC, a
Pennsylvania limited liability company

By: David A. Huber
Name: David A. Huber
Title: CFO/COO

HATS.COM LLC, a Delaware limited
liability company

By: David A. Huber
Name: David A. Huber
Title: CFO/COO

BOLLMAN HEADWEAR HOLDING
COMPANY, a Delaware corporation

By: David A. Huber
Name: David A. Huber
Title: CFO/COO

HELEN KAMINSKI, INC., a Delaware corporation

By: David A. Huber
Name: David A. Huber
Title: CFO/COO

HELEN KAMINSKI LLC, a Delaware limited liability company

By: David A. Huber
Name: David A. Huber
Title: CFO/COO

SAVEANAMERICANJOB, LLC, a Pennsylvania limited liability company

By: David A. Huber
Name: David A. Huber
Title: CFO/COO

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Ronald Heiken
Title: Vice President

EXHIBIT A

PATENTS

(AS OF DECEMBER 22, 2016)

Title	Patent Number	Issue Date	Country
Adjustable Size Selectable Pie Hat	5,669,076	9/23/1997	USA
Cap Bill and Insert	D396,945	8/18/1998	USA
Head Protective Device Incorporating a Sweatband Bandana	7,082,620	08/01/2006	USA
Size Adjustable Hat	5,426,789	06/27/1995	USA
Sweating for Head Covering and Method for Manufacturing	5,822,799	10/20/1998	USA
Visor Cap, the Visor Insert Therefore and the Methods of Manufacturing	6,138,279	10/31/2000	USA
Waterproof Hat Construction and Method for Manufacturing	6,012,172	01/11/2000	USA
Waterproof Hat Construction and Method for Manufacturing	6,230,330	05/15/2001	USA

EXHIBIT B
TRADEMARKS

TRADEMARKS – DOMESTIC (AS OF DECEMBER 22, 2016)

TITLE	SERIAL NO.	REGISTRATION NO.	STATUS (RENEWAL DEADLINE)	COUNTRY
AMERICAN MADE MATTERS	85092822	4074883	12/20/17 (5/6)	USA
B	76586245	2939520	4/12/25 (10)	USA
BAILEY	71555482	0519682	1/10/20 (10)	USA
BAILEY	76564187	3064138	2/28/26 (10)	USA
BAILEY OF HOLLYWOOD	76603814	3101336	6/6/26 (10)	USA
BANDERA	71572739	0526360	6/13/20 (10)	USA
BETMAR	74210996	1696202	6/23/22 (10)	USA
BETMAR	76568475	2918641	1/18/25 (10)	USA
BOLLMAN	74277560	1826409	3/15/24 (10)	USA
COMFORT FELT	74518055	1981519	6/18/26 (10)	USA
COUNTRY GENTLEMAN	73163559	1140844	10/28/20 (10)	USA
COUNTRY GENTLEMAN	76562905	3088026	5/2/26 (10)	USA
DYNAFELT	85724693	4467415	1/14/20 (5/6)	USA
ECO-FELT	74474673	1899964	6/13/25 (10)	USA
EDDY BROS.	75608648	2367870	7/18/20 (10)	USA
FAST TAB	74593421	1998742	9/3/26 (10)	USA
FLEX FELT	74518193	1980089	6/11/26 (10)	USA
GENTLE FELT	77379568	3712686	11/17/25 (10)	USA
HELEN KAMINSKI	75042405	2073385	6/24/17 (10)	USA
HELEN KAMINSKI	75295523	2525353	1/1/22 (10)	USA
HELEN KAMINSKI	74333554	1825211	3/8/24 (10)	USA
KAMINSKY XY	86879586	5031110	8/30/22 (5/6)	USA
IGNITE	78564608	3348082	12/4/17 (10)	USA
JUST USE YOUR HEAD	75174435	2081749	7/22/17 (10)	USA
LANOLUX	77061223	3409916	4/8/18 (10)	USA
LITE FELT	74255593	1733234	11/17/22 (10)	USA
LITE STRAW	74378256	1923736	10/3/25 (10)	USA
MICRO FELT	75559447	2793385	12/16/23 (10)	USA

MORFELT	72074187	0691735	1/19/20 (10)	USA
MOTHERFUNDER	86777396	5014875	8/2/22 (5/6)	USA
PANTROPIC	77143514	3343597	11/27/17 (10)	USA
PANTROPIC	78268722	3014858	11/15/25 (10)	USA
PLAZA SUITE	75718859	2333006	3/21/20 (10)	USA
QUARTER HORSE	73556748	1412410	10/7/26 (10)	USA
RODEO ROUGH	74716209	2139412	2/24/18 (10)	USA
SAVE AN AMERICAN JOB	77697878	3769072	3/30/20 (10)	USA
SEED OF RAFFIA (Design)	75031140	2117315	12/2/17 (10)	USA
SEED OF RAFFIA (Design)	75295522	2552890	3/26/22 (10)	USA
SEIFTER	75458147	2296919	11/30/19 (10)	USA
SOFT FELT	74698546	2196738	10/13/18 (10)	USA
SOFT-STRAW	74378254	1857299	10/4/24 (10)	USA
STREET SMART	73567131	1508219	10/11/18 (10)	USA
ULTRA LITE	75559448	2462210	6/19/21 (10)	USA
U-ROLLIT	76614461	3033777	12/27/25 (10)	USA
U-SHAPE-IT	75841563	2441644	4/3/21 (10)	USA
WHAT'S ON YOUR MIND	76603815	3096178	5/23/26 (10)	USA
WIND RIVER	74197893	1701900	7/21/22 (10)	USA

TRADEMARKS – INTERNATIONAL (AS OF DECEMBER 22, 2016)

MARK	COUNTRY	AGENT	APP. NO.	REG. NO.	STATUS
BAILEY	Argentina	International Patent Agency	3.153.032		Christopher Bailey Resolution Pending
	Brazil (Cl. 18)	International Patent Agency	904.612.694		Filed 3/15/12; Christopher Bailey Opposition Withdrawn
	Brazil (Cl. 25)	International Patent Agency	904.612.422		Filed 3/15/12; Christopher Bailey Opposition Withdrawn
	Canada (Design)	Robic	0415023	TMA237,027	Renewal Due 11/9/24
	Madrid Protocol	Rhoads & Sinon	Z1230972	843.090	Renewal Due 3/6/24
	Mexico	Uhthoff Gomez	171991	454008	Renewal Due 6/30/23

<u>MARK</u>	<u>COUNTRY</u>	<u>AGENT</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
BAILEY OF HOLLYWOOD	Argentina	International Patent Agency	3.153.032		Christopher Bailey Resolution Pending
	Australia	Callinans	1519679	1519679	Renewal Due 10/12/22
	Brazil (Cl. 18)	International Patent Agency	904.612.716		Rejected due to "HOLLYWOOD" and "PLANET HOLLYWOOD"
	Brazil (Cl. 25)	International Patent Agency	904.612.546		Rejected due to "HOLLYWOOD" and "PLANET HOLLYWOOD"
	China (Cl. 18)	China Sinda	12406729	N/A	Rejected due to use of "Hollywood"
	China (Cl. 25)	China Sinda	12406728	N/A	Rejected due to use of "Hollywood"
	Hong Kong	China Sinda	302574856	302574856	Renewal Due 4/10/23
	India	International Advocare	2512783		Filed 4/12/13; Preliminarily Rejected; Appeal Filed
	Japan	China Sinda	2013-027513	5686459	Renewal Due 7/17/24
	New Zealand	Callinans	967066	967066	Renewal Due 10/12/22
	Russia	Gorodissky & Partners	2013712819	531749	Renewal Due 4/16/23
	South Korea (Cl. 18)	Book Chon	40-2013-0022989	40-1037337	Renewal Due 5/14/2024
	South Korea (Cl. 25)	Book Chon	40-2013-0085518		Divisional Application; Preliminarily Rejected; Prior Marks in Use for Hats
	Taiwan (Cl. 18)	China Sinda	102019526	01618046	Renewal Due 12/31/23
	Taiwan (Cl. 25)	China Sinda	102019525	01609156	Renewal Due 11/15/23
BANDERA	Canada	Robic	0287225	TMA141,574	Renewal Due 5/26/23

<u>MARK</u>	<u>COUNTRY</u>	<u>AGENT</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
BETMAR	Argentina (Cl. 18)	International Patent Agency	3.153.033	2582548	Renewal Due 7/15/23
	Argentina (Cl. 25)	International Patent Agency	3.153.630	2582546	Renewal Due 7/15/23
	Brazil (Cl. 18)	International Patent Agency	904.612.597		Renewal Due 7/21/25
	Brazil (Cl. 25)	International Patent Agency	904.612.341		Renewal Due 7/14/25
	China (Cl. 18)	China Sinda	12406731	12406731	Renewal Due 9/20/24
	China (Cl. 25)	China Sinda	12406730	12406730	Renewal Due 9/20/24
	Hong Kong	China Sinda	302574829	302574829	Renewal Due 4/10/23
	India	International Advocare	2512782		Published 8/1/16
	Japan	China Sinda	2013-027512	5605048	Renewal Due 6/3/24
	Madrid Protocol (Australia/UK/Ireland/Japan)	Rhoads & Sinon	Z1230970	843,089	Renewal Due 3/6/24
	New Zealand	Callinans	967065	967065	Renewal Due 10/12/22
	Russia	Gorodissky & Partners	2013712442	516178	Renewal Due 4/12/23
	South Korea	Book Chon	40-2013-002987	40-1016558	Renewal Due 1/8/24
	Taiwan (Cl. 18)	China Sinda	102019528	01618047	Renewal Due 12/31/23
	Taiwan (Cl. 25)	China Sinda	102019527	01609157	Renewal Due 11/15/23
COUNTY GENTLEMAN	Madrid Protocol (Japan/Norway)	Rhoads & Sinon	Z1231019	830,341	Renewal Due 6/14/24

<u>MARK</u>	<u>COUNTRY</u>	<u>AGENT</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
DYNAFELT	Canada	Robic	0407580	TMA228,079	Renewal Due 5/26/23
HELEN KAMINSKI	Austria	Internation al Patent Agency	AM1437/20 14	279865	Renewal Due 9/30/24
	Brazil (Cl. 18)	Internation al Patent Agency	904.612.805		Abandoned; Need to re-file with individual authorization or proof of ownership
	Brazil (Cl. 25)	Internation al Patent Agency	904.162.767		Abandoned; Need to re-file with individual authorization or proof of ownership
	Canada	Robic	1742752		Renewal Due 8/10/31
	Kazakhstan	Gorodissky & Partners	63614	46179	Renewal Due 9/9/23
	Mexico (Class 18)	Uhthoff Gomez	1646743		Filed 8/19/15
	Mexico (Class 25)	Uhthoff Gomez	1646742		Filed 8/19/15
	Russia	Gorodissky & Partners	2013729650	547761	Renewal Due 8/28/23
	Switzerland	Internation al Patent Agency	57065/2014	660451	Renewal Due 6/16/24
	Ukraine	Gorodissky & Partners	2013 15629	190349	Renewal Due 8/28/23
HELEN KAMINSKI AUSTRALIA	UK	Wilson Gunn		2044190	Renewal Due 11/9/25
	Mexico (Cl. 18)	Unthoff Gomez	1704778		Filed 1/20/16
	Mexico (Cl. 25)	Unthoff Gomez	1704777		Filed 1/20/16
IGNITE (BHEL)	Community	N/A	002481943	002481943	Renewal Due 11/28/21

<u>MARK</u>	<u>COUNTRY</u>	<u>AGENT</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
KAMINSKI XY	Canada	Robic	1761969	TMA957271	Renewal Due 12/6/31
	Mexico (Cl. 18)	Uhthoff Gomez	1704777		Preliminary Rejection due to XY; Appeal Filed 9/2/16
	Mexico (Cl. 25)	Uhthoff Gomez	1704778	1626497	Renewal Due 1/20/26
LITE FELT	Mexico	Uhthoff Gomez	171992	454009	Renewal Due 6/30/23
SEED OF RAFFIA	Austria	Internation al Patent Agency	AM1438/20 14	279866	Renewal Due 9/30/24
	Brazil (Cl. 18)	Internation al Patent Agency	904.612.929		Renewal Due 7/14/25
	Brazil (Cl. 25)	Internation al Patent Agency	904.612.848		Renewal Due 7/21/25
	Canada	Robic	1742753	TMA945737	Renewal Due 8/10/31
	Hong Kong	China Sinda	303669940		Published 6/3/16
	Mexico (Class 18)	Uhthoff Gomez	1646741	1591638	Renewal Due 8/19/25
	Mexico (Class 25)	Uhthoff Gomez	1646740	1586929	Renewal 8/19/25
	Kazakhstan	Gorodissky & Partners	63693	45812	Renewal Due 9/23/23
	Russia	Gorodissky & Partners	2013729649	528123	Renewal Due 8/28/23
	Switzerland	Internation al Patent Agency	57066/2014	660450	Renewal Due 6/16/24
	Ukraine	Gorodissky & Partners	2013 15628	190348	Renewal Due 8/28/23
U-ROLL-IT	Canada	Robic	0242534	TMA119,014	Renewal Due 8/5/20

EXHIBIT C

LICENSE AGREEMENTS

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EXHIBIT D
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