

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4711219

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALLESON OF ROCHESTER, INC.	11/30/2017
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D599528
Patent Number:	D616180
Patent Number:	D622933
Patent Number:	D635330
Patent Number:	D643180
Patent Number:	D643595
CORRESPONDENCE DATA	
Fax Number:	(212)969-2900
<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:	2129693000
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Correspondent Name:	BRENDAN LEANOS
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ELEVEN TIMES SQUARE
Address Line 4:	NEW YORK, NEW YORK 10036-8299
ATTORNEY DOCKET NUMBER:	11668-216
NAME OF SUBMITTER:	BRENDAN LEANOS
SIGNATURE:	/Brendan Leanos/
DATE SIGNED:	11/30/2017

Total Attachments: 5

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PATENT SECURITY AGREEMENT SUPPLEMENT

This PATENT SECURITY AGREEMENT SUPPLEMENT is entered into as of November 30, 2017 (this "Patent Security Agreement Supplement"), among Alleson of Rochester, Inc., a New York corporation ("Grantor") and Ares Capital Corporation ("Ares"), as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement).

Reference is made to that certain Second 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 "Borrower"), the other Grantors (as defined therein) party thereto and the Administrative Agent, and that certain Second Lien Joinder to Security Agreement dated as of the date hereof among the Grantors (as defined therein) and Ares. The Lenders (as defined in the Second Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the Grantor and the Administrative Agent have entered into that certain Patent 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 "Patent Security Agreement"). Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties as security interest in the Additional Patent Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Patent Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Patent Security Agreement Supplement 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 "Additional Patent Collateral"):

- A. the 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 such 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.

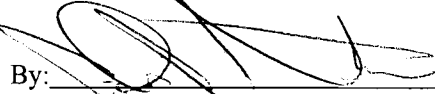
SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional 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 Patent Security Agreement Supplement 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 Patent Security Agreement as of the day and year first above written.

ALLESON OF ROCHESTER, INC.

By: 
Name: John J. Anton
Title: Chief Executive Officer

ARES CAPITAL CORPORATION,
as Administrative Agent

By: Michael L. Smith

Name:

Title: Michael L. Smith
Authorized Signatory

SCHEDULE I

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
Alleson of Rochester, Inc. d/b/a Alleson Athletic	D599,528	Full Sleeve Flag Football Jersey
Alleson of Rochester, Inc. d/b/a Alleson Athletic	D616,180	Sleeveless Flag Football Jersey
Alleson of Rochester, Inc. d/b/a Alleson Athletic	D622,933	Flag Football Jersey
Alleson of Rochester, Inc. d/b/a Alleson Athletic	D635,330	Flag Football Jersey
Alleson of Rochester, Inc. d/b/a Alleson Athletic	D643,180	Flag Football Jersey
Alleson of Rochester, Inc. d/b/a Alleson Athletic	D643,595	Flag Football Jersey

PATENT APPLICATIONS

None.