

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5101654

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RETURN TEXTILES, LLC	08/17/2018
RECEIVING PARTY DATA	
Name:	NSG APPAREL B.V.
Street Address:	WESTERDOKDIJK 423
City:	1013 X AMSTERDAM
State/Country:	NETHERLANDS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7841162
CORRESPONDENCE DATA	
Fax Number:	
<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:	212-318-6532
Email:	alanagramer@paulhastings.com
Correspondent Name:	ALANA GRAMER
Address Line 1:	200 PARK AVENUE, 28TH FL
Address Line 2:	C/O PAUL HASTINGS LLP
Address Line 4:	NEW YORK, NEW YORK 10166
ATTORNEY DOCKET NUMBER:	F178888 PAT
NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/Alana Gramer/
DATE SIGNED:	08/21/2018
Total Attachments: 6	
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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 as of August 17, 2018, is made by Return Textiles, LLC, a Delaware limited liability company (the "*Grantor*") in favor of NSG Apparel B.V., a Netherlands private company with limited liability (the "*Secured Party*").

Reference is made to that certain Promissory Note, dated as of August 17, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "*Promissory Note*"), between the Grantor and the Secured Party.

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

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 Promissory Note, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Secured Party, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Party, a continuing security interest in all of its 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 the Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto
- B. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

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

SECTION 3. *Promissory Note.* The security interests granted to the Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Promissory Note. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the IP Collateral are more fully set forth in the Promissory Note, 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 Promissory Note, the terms of the Promissory Note shall govern.

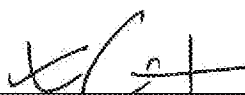
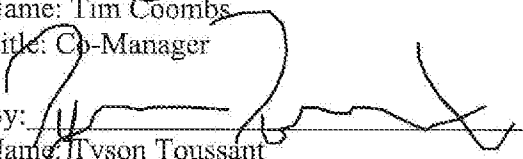
SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR:


RETURN TEXTILES, LLC

By: 
Name: Tim Coombs
Title: Co-Manager
By: 
Name: Tyson Toussant
Title: Co-Manager

ACCEPTED AND AGREED BY:

ASSIGNEE:

NSG APPAREL B.V.

By: 
Name: Alex Collins
Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

SCHEDULE I

PATENTS AND PATENT APPLICATIONS

Owner	Title	Filing Date	Patent / Publication No.	App. No.
Return Textiles, LLC	Yarns, particularly yarns incorporating recycled material, and methods of making them	11/30/2010	Patent No. 7,841,162	10/564,223

SCHEDULE II

TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
Return Textiles, LLC	STRONGER THREAD	U.S. Federal	86860013	12/29/2015	5248540	7/25/2017
Return Textiles, LLC	STRONGER THREAD	U.S. Federal	86652138	6/4/2015	5093064	11/29/2016
Return Textiles, LLC	BIONIC & DESIGN  BIONIC	U.S. Federal	86501263	1/12/2015	5004204	7/19/2016
Return Textiles, LLC	HLX	U.S. Federal	86658120	6/10/2015	4922097	3/22/2016
Return Textiles, LLC	DPX	U.S. Federal	86658112	6/10/2015	4881594	1/5/2016
Return Textiles, LLC	BIONIC	U.S. Federal	85010846	4/9/2010	4039290	10/11/2011
Return Textiles, LLC	BIONIC	U.S. Federal	78452787	7/9/2004	3437594	5/27/2008
Return Textiles, LLC	RETURN	U.S. Federal	78452858	7/9/2004	3428044	5/13/2008
Return Textiles, LLC	DESIGN ONLY 	U.S. Federal	77757617	6/11/2009	3971145	5/31/2011

SCHEDULE III

COPYRIGHTS REGISTRATIONS AND APPLICATIONS

None