

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELITE SPORTSWEAR, L.P.		03/20/2015	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86518311	GK FUSION	
Serial Number:	85546766	GYMTEK	
Registration Number:	4329554	GYMTEK	
Registration Number:	3984196	YOUR TEAM. YOUR LOOK. YOUR WAY.	
Registration Number:	3290540	GK	
Registration Number:	3599827	INFINITE POSSIBILITIES	
Registration Number:	1263619	GK	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.087		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$190.00 86518311

SIGNATURE:	/njb/
DATE SIGNED:	03/20/2015
Total Attachments: 5 source=Elite Trademark Security Agreement#page1.tif source=Elite Trademark Security Agreement#page2.tif source=Elite Trademark Security Agreement#page3.tif source=Elite Trademark Security Agreement#page4.tif source=Elite Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 20, 2015, by and between ELITE SPORTSWEAR, L.P., a Delaware limited partnership (the "Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Elite Sportswear Acquisition, LLC, a Delaware limited liability company ("Initial Borrower"), in its capacity as the initial Borrower thereunder and immediately after giving effect to the Closing Date Assignment, as a Guarantor thereunder, Grantor, immediately following consummation of the Acquisition and the Closing Date Assignment, as borrower ("Borrower"), the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans, from time to time, to the Initial Borrower and Borrower;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Initial Borrower, Borrower, the other Loan Parties party thereto and Administrative Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all respective Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

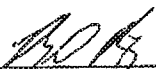
4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]


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

ELITE SPORTSWEAR, L.P., a Delaware limited partnership

By: 
Name: Bradley J. Roberts
Title: Vice President and Secretary



ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 
Name: Robert G. Tuschcherer
Title: Managing Director

Schedule A

Trademarks

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
GK FUSION	86518311	1/29/15			Elite Sportswear, L.P.	Pending
GYMTEK	85546766	2/28/12			Elite Sportswear, L.P.	Pending
GYMTEK	85978931	2/28/12	4329554	4/30/13	Elite Sportswear, L.P.	Registered
YOUR TEAM. YOUR LOOK. YOUR WAY.	85076740	7/2/10	3984196	6/28/11	Elite Sportswear, L.P.	Registered
GK 	78813977	2/14/06	3290540	9/11/07	Elite Sportswear, L.P.	Registered
INFINITE POSSIBILITIES	77388028	2/4/08	3599827	3/31/09	Elite Sportswear (PA Corp)	Registered
GK 	73385643	9/15/82	1263619	1/10/84	Elite Sportswear, L.P.	Registered