

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359497

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MK Acquisition, LLC		09/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marquette Business Credit, LLC		
<b>Street Address:</b>	5910 N. Central Expressway		
<b>Internal Address:</b>	Suite 1900		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75206		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3213367	BUILT FOR THE MOUNTAIN LIFE	
<b>Registration Number:</b>	3158405	MK	
<b>Registration Number:</b>	3113919	MOUNTAIN KHAKIS	
<b>Registration Number:</b>	3158398	MOUNTAIN KHAKIS JACKSON HOLE · WYOMING	
<b>Registration Number:</b>	3158402	MOUNTAIN KHAKIS JACKSON HOLE · WYOMING B	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4044435697		
<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>	404-443-5707		
<b>Email:</b>	lallen@mcguirewoods.com		
<b>Correspondent Name:</b>	Jordan Myers, Esq.		
<b>Address Line 1:</b>	McGuireWoods LLP		
<b>Address Line 2:</b>	1230 Peachtree St., N.E., Suite 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	2050284-0067 MK		
<b>NAME OF SUBMITTER:</b>	Latosha E. Allen		
<b>SIGNATURE:</b>	/Latosha E. Allen/		

OP \$140.00 3213367

<b>DATE SIGNED:</b>	10/21/2015
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**Total Attachments: 5**

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**GRANT OF SECURITY INTEREST IN TRADEMARKS**

WHEREAS, MK ACQUISITION, LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith set forth on Schedule A attached hereto; and

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of September 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), between the Grantor and Marquette Business Credit, LLC (the "**Grantee**"), Grantee has agreed to make loans and otherwise extend credit for the benefit of Grantor.

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Grantee this Grant of Security Interest in Trademarks in order to create in favor of Grantee a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Loan Agreement, the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) all proceeds of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.

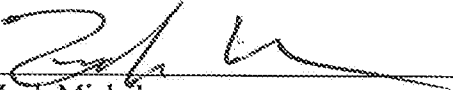
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

**GRANTOR:**

**MK ACQUISITION, LLC**

By:   
Name: Zach Michelson  
Title: Secretary

**GRANTEE:**

**MARQUETTE BUSINESS CREDIT, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

**GRANTOR:**

**MK ACQUISITION, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

**MARQUETTE BUSINESS CREDIT, LLC**

By: \_\_\_\_\_

Name: Todd Pacifico

Title: Senior Vice President

**Schedule A – Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Issue Date</b>
Canada	LIFE UNTUCKED	Pending	Pending
Canada	MK (Design)	TMA741,472	June 5, 2009
Canada	MOUNTAIN KHAKIS JACKSON HOLE - WYOMING BUILT FOR THE MOUNTAIN LIFE (Design)	TMA741,467	June 5, 2009
China (People's Republic)	MOUNTAIN KHAKIS JACKSON HOLE WYOMING & Design	Unfiled	Unfiled
China (People's Republic)	MOUNTAIN KHAKIS JACKSON HOLE WYOMING & Design	Unfiled	Unfiled
European Community	LIFE UNTUCKED	011719598	August 20, 2013
European Community	MK (Design)	005120548	April 23, 2007
European Community	MOUNTAIN KHAKIS JACKSON HOLE - WYOMING BUILT FOR THE MOUNTAIN LIFE (Design)	005120555	April 23, 2007
Hong Kong	MOUNTAIN KHAKIS JACKSON HOLE WYOMING & Design	Pending	Pending
Japan	LIFE UNTUCKED	5593069	June 21, 2013
Japan	MK (Design)	5092019	November 16, 2007
Japan	MOUNTAIN KHAKIS	4968256	July 7, 2006
Japan	MOUNTAIN KHAKIS JACKSON HOLE - WYOMING (Design)	5001420	November 2, 2006
Japan	MOUNTAIN KHAKIS JACKSON HOLE - WYOMING BUILT FOR THE MOUNTAIN LIFE (Design)	5001421	November 16, 2007
Korea, Republic of	MK (Design)	Pending	Pending
Korea, Republic of	MOUNTAIN KHAKIS JACKSON HOLE WYOMING & Design	Pending	Pending
United States of America	BUILT FOR THE MOUNTAIN LIFE	3,213,367	February 27, 2007

United States of America	MK (Design)	3,158,405	October 17, 2006
United States of America	MOUNTAIN KHAKIS	3,113,919	July 11, 2006
United States of America	MOUNTAIN KHAKIS JACKSON HOLE - WYOMING (Design)	3,158,398	October 17, 2006
United States of America	MOUNTAIN KHAKIS JACKSON HOLE - WYOMING BUILT FOR THE MOUNTAIN LIFE (Design)	3,158,402	October 17, 2006