

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410611

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900385744

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEJ, INC.		11/18/2016	Corporation: CONNECTICUT

RECEIVING PARTY DATA

Name:	CITIZENS BANK, NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2789476	CHASE EDWARD
Registration Number:	3497094	CRC SPORT
Registration Number:	3931272	ACA JOE
Registration Number:	3658622	NARRAGANSETT TRADERS
Registration Number:	3623541	NEJ
Registration Number:	3214440	WEDGE
Registration Number:	3886870	REED EDWARD
Registration Number:	3948202	COLE DANIEL
Registration Number:	1690256	BILLS KHAKIS WE MADE BILLS BETTER BY NOT
Registration Number:	3115124	BILLS KHAKIS. THE OFFICIAL SPONSOR OF FA
Registration Number:	3329204	BILLS KHAKIS REG. TRADEMARK BILLS KHAKIS
Registration Number:	3078998	BILLS KHAKIS
Registration Number:	4961781	KHAKIS.COM
Serial Number:	86214648	WEDGEE
Serial Number:	86189136	PTERODACTYL
Serial Number:	86805052	KAPTULA
Serial Number:	86805041	KAPTULA
Serial Number:	86927797	KAPTULA

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86749869	BILLS KHAKIS REG. TRADEMARK BILLS KHAKIS
Serial Number:	86749836	BILLS KHAKIS

CORRESPONDENCE DATA

Fax Number: 6173417729

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.

Phone: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Katarzyna Gaysunas
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SIGNATURE:	/Katarzyna Gaysunas/
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DATE SIGNED:	12/30/2016
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Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS

November 18, 2016

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged NEJ, INC., a Connecticut corporation (the “Grantor”) with its principal address at 170 Pinesbridge Road, Beacon Falls, Connecticut 06403, hereby grants to CITIZENS BANK, NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties (as each such term is defined in the Loan Agreement referred to below), with offices at 28 State Street, Boston, MA 02109 (the “Grantee”), a continuing security interest in all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, internet domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof owned by or assigned to such Grantor, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”) or any similar offices in any State of the United States or any other country or any political subdivision thereof, including, without limitation, the registrations and applications listed on Schedule A, together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Grant”) is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Loan and Security Agreement by, among others, the Grantor and the Grantee, dated as of November 18, 2016 (as amended, modified, restated and/or supplemented

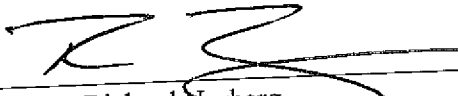
from time to time, the "Loan Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

This Grant may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Grant by electronic transmission shall be effective as delivery of a manually executed counterpart of this Grant.



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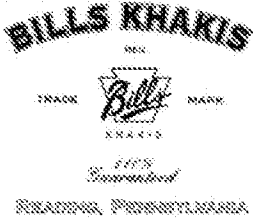

GRANTEE:

CITIZENS BANK, NATIONAL ASSOCIATION

By: 
Name: Richard Norberg
Title: Assistant Vice President

SCHEDULE A

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
USA	CHASE EDWARD	2,789,476	12/2/2003
Canada	CHASE EDWARD	TMA720,623	8/12/2008
USA	CRC SPORT	3,497,094	9/2/2008
USA	ACA JOE	3,931,272	3/15/2011
Mexico	ACA JOE	1,133,506	11/30/2009
USA	NARRAGANSETT TRADERS	3,658,622	7/21/2009
USA	NEJ	3,623,541	5/19/2009
Canada	NEJ	TMA720,625	8/12/2008
USA	WEDGE	3,214,440	3/6/2007
USA	REED EDWARD	3,886,870	12/7/2010
USA	COLE DANIEL	3,948,202	4/19/2011
USA	WEDGEE	86/214,648	3/7/2014
USA	PTERODACTYL	86/189,136	2/10/2014
Canada	PTERODACTYL	TMA914,901	9/23/2015
USA	KAPTULA	86/805,052	10/30/2015
USA	KAPTULA	86/805,041	10/30/2015
USA	KAPTULA	86/927,797	3/3/2016
USA	 <p>  We make khakis better by not changing a thing. BILLS KHAKIS WE MADE BILLS BETTER BY NOT CHANGING A THING. and Design </p>	1,690,256	6/2/1992
USA	BILLS KHAKIS. THE OFFICIAL SPONSOR OF FATHER'S DAY.	3,115,124	7/11/2006

USA	 <p>BILLS KHAKIS REG. TRADEMARK BILLS KHAKIS 110% GUARANTEED READING, PENNSYLVANIA and Design</p>	3,329,204	11/6/2007
USA	 <p>BILLS KHAKIS REG. TRADEMARK BILLS KHAKIS 110% GUARANTEED READING, PENNSYLVANIA and Design</p>	86/749,869	9/8/2015
USA	BILLS KHAKIS	3,078,998	4/11/2006
Japan	BILL KHAKIS	4,012,222	6/13/1997
USA	BILLS KHAKIS	86/749,836	9/8/2015
USA	KHAKIS.COM	4,961,781	5/17/2016