

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM513854

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Orlando Bathing Suit, LLC		12/03/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	One Bryant Park		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87849936	TRASHY FASHY	
<b>Serial Number:</b>	87800362	WATER IS EVERYTHING	
<b>Serial Number:</b>	87508013	WALA	
<b>Serial Number:</b>	87050877	BEACH BY EVERYTHING BUT WATER	
<b>Serial Number:</b>	86923632	WALASWIM	
<b>Serial Number:</b>	85252208	EVERYTHING BUT WATER	
<b>Serial Number:</b>	85251635	EVERYTHING BUT WATER	
<b>Serial Number:</b>	85636914	BRIDE TO BEACH	
<b>Serial Number:</b>	77483675	AQUA BEACHWEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	James.Murray@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		

OP \$240.00 87849936

<b>NAME OF SUBMITTER:</b>	Gloria Sheehan
<b>SIGNATURE:</b>	/Gloria Sheehan/
<b>DATE SIGNED:</b>	03/12/2019
<b>Total Attachments: 6</b> source=SScanStatio19031209281#page1.tif source=SScanStatio19031209281#page2.tif source=SScanStatio19031209281#page3.tif source=SScanStatio19031209281#page4.tif source=SScanStatio19031209281#page5.tif source=SScanStatio19031209281#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of December 3, 2018, is made by **ORLANDO BATHING SUIT, LLC**, a Delaware limited liability company ("Grantor"), in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and between Grantor and Lender.

**WHEREAS**, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

**WHEREAS**, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

**WHEREAS**, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in 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 to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

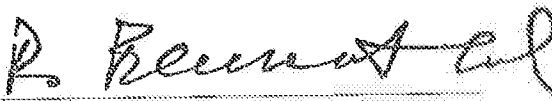
7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

*[Signature page follows]*

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

ORLANDO BATHING SUIT, LLC, as Grantor

By: 

Name: Randall A. Blumenthal

Title: Chief Executive Officer and Manager

AGREED TO AND ACCEPTED:

**BANK OF AMERICA, N.A. ,**  
as Lender

By: 

Name: Steven Blumberg

Title: Senior Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006588 FRAME: 0267**

**SCHEDULE 1**  
**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>
87849936		TRASHY FASHY
87800362		WATER IS EVERYTHING
87508013	5385566	WALA
87050877	5392481	BEACH BY EVERYTHING BUT WATER
86923632	5172865	WALASWIM
85252208	4044346	EVERYTHING BUT WATER
85251635	4044341	EVERYTHING BUT WATER
85636914	4279043	BRIDE TO BEACH
77483675	3611418	AQUA BEACHWEAR