

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daytona Apparel IP LLC		05/08/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4910243	BOX OF SOCKS	
Registration Number:	4910242	BOX OF SOX	
Registration Number:	5471191	CALVIN + CARTER	
Registration Number:	4999740	COLD AND FLU SEASON SOCKS	
Registration Number:	4899665	FIFTH AVENUE HOSIERY	
Registration Number:	4903164	FIFTH AVENUE HOSIERY	
Registration Number:	5178263	FIRST KICKS	
Registration Number:	5038273	LEG APPAREL	
Registration Number:	3936354	MODERN HERITAGE	
Registration Number:	4042808	MODERN HERITAGE	
Registration Number:	4049958	MODERN HERITAGE	
Registration Number:	5470616	MODERN HERITAGE	
Serial Number:	86694934	POLAR PAWS	
Serial Number:	87704629	RANSOM & BOND MOST WANTED ARRESTING LOOK	
Registration Number:	4778068	SOCK MARKET	
Registration Number:	4656513	SOCKTOPIA	
Registration Number:	5303624	THE PERFECT LIFT LEGGING	
Serial Number:	87666193	ALL GAME	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5449923	ALL GAME
Registration Number:	5752993	RO + ME
Registration Number:	5752992	RO + ME
Registration Number:	3566662	ROBEEZ
Registration Number:	3284267	TRUMPETTE
Registration Number:	3629799	TRUMPETTE

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (074658-13083 ND)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-13083
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	06/09/2020

Total Attachments: 13
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks) (this “Agreement”) made as of this 8th day of May, 2020 by **DAYTONA APPAREL IP LLC**, a Delaware limited liability company (the “Grantor”) in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent (“Agent”), for the financial institutions (collectively, the “Lenders”) which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, Grantor, as a borrower (sometimes referred to herein as a “Borrower”), Daytona Apparel Group LLC, a limited liability company formed under the laws of the State of Delaware (“Daytona Apparel” and, together with Grantor and together with any other Person joined as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”), Daytona Apparel Holdings LLC, a limited liability company formed under the laws of the State of Delaware (“Holdings” and together with each Person joined thereto as a guarantor from time to time, collectively, the “Guarantors” and each a “Guarantor” and together with the Borrowers, collectively, the “Loan Parties” and each a “Loan Party”), Lenders and Agent are parties to that certain Revolving Credit, Term Loan, and Security Agreement, dated as of May 8, 2020 (as amended, restated, supplemented or modified from time to time, the “Loan Agreement”) providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Borrower has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrower including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrower’s trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement and the Other Documents;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code as now or hereafter in effect in the State of New York, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks (as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks) with or without judicial process upon the occurrence of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title, and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Power of Attorney. Upon the occurrence and during the continuation of an Event of Default under the Loan Agreement, Grantor hereby covenants and agrees that Agent, as the holder of a security interest for the benefit of Lenders under the Uniform Commercial Code as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent to, solely upon the occurrence and during the continuance of an Event of Default, use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule I hereto constitute all Trademarks registered to Grantor as of the date of this Agreement.

5. Covenants. Except as permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Agent.

6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by

law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent or any Lender.

7. Governing Law. The governing law and venue provisions set forth in Section 16.1 of the Loan Agreement are incorporated herein by reference.

8. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DAYTONA APPAREL II LLC

By: 

Name: William Swedler

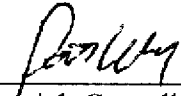
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)]

TRADEMARK
REEL: 006956 FRAME: 0936

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION
as Agent

By: 
Name: Patrick Cornell
Its: SVP

**[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)]**

**TRADEMARK
REEL: 006956 FRAME: 0937**

SCHEDULE I

TRADEMARK REGISTRATIONS

	Country	Serial No. Filing Date	Registration No. Registration Date	MARK	Status
1.	Mexico	666349 07-14-2004	857040 10-27-2004	ROBEEZ	Registered
2.	US	86396454 09-16-2014	4910243 03-01-2016	BOX OF SOCKS	Registered
3.	US	86396363 09-16-2014	4910242 03-01-2016	BOX OF SOX	Registered
4.	US	87471803 06-01-2017	5471191 05-15-2018	CALVIN + CARTER	Registered
5.	US	86636706 05-20-2015	4999740 07-12-2016	COLD AND FLU SEASON SOCKS	Registered
6.	US	86531525 02-11-2015	4899665 02-09-2016	FIFTH AVENUE HOSIERY	Registered
7.	US	86700816 07-22-2015	4903164 02-16-2016	FIFTH AVENUE HOSIERY	Abandoned
8.	US	87066030 06-09-2016	5178263 04-04-2017	FIRST KICKS	Registered
9.	US	87047908 05-24-2016	5038273 09-06-2016	LEG APPAREL	Registered

	Country	Serial No. Filing Date	Registration No. Registration Date	MARK	Status
10.	Canada	1820708 01-31-2017	1032035 06-25-2019	MODERN HERITAGE	Registered
11.	Canada	1819337 01-23-2017	1038821 07-09-2019	THE PERFECT LIFT LEGGING	Registered
12.	European Union	11280451 10-19-2012	11280451 02-28-2013	SOCKTOPIA	Registered
13.	Taiwan	101036623 06-29-2012	01557643 01-01-2013	SOCKTOPIA	Registered
14.	US	7784516 12-02-2009	3936354 03-29-2011	MODERN HERITAGE	Registered
15.	US	77969651 03-26-2020	4042808 10-18-2011	MODERN HERITAGE	Registered
16.	US	77937833 02-17-2010	4049958 11-01-2011	MODERN HERITAGE	Registered
17.	US	87292102 01-06-2017	5470616 05-15-2018	MODERN HERITAGE	Registered
18.	US	86694934 06-16-2015		POLAR PAWS	Abandoned
19.	US	87704629 12-01-2017		RANSOM & BOND MOST WANTED ARRESTING LOOKS MEN'S CREW SOCKS	Allowed
20.	US	86148139 12-19-2013	4778068 07-21-2015	SOCK MARKET	Registered
21.	US	85298994	4656513	SOCKTOPIA	Registered

	Country	Serial No. Filing Date	Registration No. Registration Date	MARK	Status
		04-19-2011	12-16-2014		
22.	US	87291880 01-06-2017	5303624 10-03-2017	THE PERFECT LIFT LEGGING	Registered
23.	WIPO	1354926 05-31-2017	1354926 05-31-2017	MODERN HERITAGE	Registered
24.	WIPO	1357883 05-30-2017	1357883 05-30-2017	MODERN HERITAGE	Registered
25.	WIPO	1355007 05-30-2017	1355007 05-30-2017	MODERN HERITAGE	Registered
26.	US	87666193 10-31-2017		ALL GAME	Allowed
27.	US	87418784 04-20-217	5449923 04-17-2018	ALL GAME	Registered
28.	Andorra	27393 12-07-2012	31560 12-07-2012	ROBEEZ	Registered
29.	Venezuela	2012-024713 11-26-2012	P-332713 10-08-2013	ROBEEZ	Registered
30.	Japan	2002-037715 05-09-2002	4641786 01-31-2003	ROBEEZ	Registered
31.	South Korea	402002-002217 05-14-2002	40-0564236 10-31-2003	ROBEEZ	Registered
32.	Vietnam	4200606262 04-21-2006	106932 08-11-2008	ROBEEZ	Registered
33.	Australia	1285870	1285870	LITTLE STEPS WE LOVE	Registered

	Country	Serial No. Filing Date	Registration No. Registration Date	MARK	Status
		02-19-2009	09-28-2009		
34.	Australia	938813 12-23-2002	938813 09-01-2003	ROBEEZ	Registered
35.	Canada	1289567 02-10-2006	816967 02-06-2012	CARING ABOUT FIRST STEPS	Registered
36.	Canada	1051959 03-22-2000	555544 12-17-2001	ROBEEZ	Registered
37.	Canada	1289564 02-10-2006	805523 08-30-2011	ROBEEZ	Registered
38.	Canada	1289561 02-10-2006	805521 08-30-2011	ROBEEZ	Registered
39.	Canada	1289563 02-10-2006	805522 08-30-2011	ROBEEZ	Registered
40.	Canada	1286058 01-13-2006	688021 05-18-2007	STROLLERTHON	Registered
41.	China	33152595 08-28-2018		RO + ME	Abandoned
42.	China	33152594 08-28-2018		RO + ME	Abandoned
43.	China	4833261 08-12-2005	4833261 04-21-2009	ROBEEZ	Registered
44.	China	27796387 11-30-2017	27796387 11-07-2018	ROBEEZ	Registered
45.	China	27795940	27795940	ROBEEZ	Registered

	Country	Serial No. Filing Date	Registration No. Registration Date	MARK	Status
		11-30-2017	11-07-2018		
46.	China	5279651 04-11-2006	5279651 07-28-2009	ROBEEZ TREDZ	Registered
47.	China	5279649 04-11-2006	5279649 07-28-2009	TREDZ	Registered
48.	China	5279650 04-11-2006	5279650 07-28-2009	TREDZ BY ROBEEZ	Registered
49.	European Union	001866987 09-21-2000	001866987 11-29-2001	ROBEEZ	Registered
50.	Hong Kong	301562463 03-12-2010	301562463 08-11-2010	ROBEEZ	Registered
51.	India	1368442 07-01-2005	1368442 11-23-2006	ROBEEZ	Registered
52.	Macau	N/048204 03-15-2010	N/048204 10-25-2010	ROBEEZ	Registered
53.	New Zealand	709853 03-19-2004	709853 09-23-2004	ROBEEZ	Registered
54.	Singapore	T0219640C 12-24-2002	T0219640C 08-04-2003	ROBEEZ	Registered
55.	US	87911322 05-08-2018	5752993 05-14-2019	RO + ME	Registered
56.	US	87911317 05-08-2018	5752992 05-14-2019	RO + ME	Registered
57.	US	77344759	3566662	ROBEEZ	Registered

	Country	Serial No. Filing Date	Registration No. Registration Date	MARK	Status
		12-05-2007	01-27-2009		
58.	US	76669159 11-11-2006	3284267 08-28-2007	TRUMPETTE	Registered
59.	US	77451792 04-18-2008	3629799 06-02-2009	TRUMPETTE	Registered
60.	Canada	1289571 02-10-2006	692165 07-17-2007	BOOTIES BY ROBEEZ	Registered
61.	Brazil	828293228 04-20-2006	828293228 08-12-2008	ROBEEZ	Registered
62.	Israel	223680 09-22-2009	223680 01-09-2011	ROBEEZ	Registered
63.	Malaysia	05015761 09-20-2005	05015761 10-22-2007	ROBEEZ	Registered
64.	Norway	200400842 02-06-2004	225647 01-25-2005	ROBEEZ	Registered
65.	Philippines	420055913 06-27-2005	420055913 08-17-2006	ROBEEZ	Abandoned
66.	Switzerland	507482004 02-06-2004	521290 05-04-2004	ROBEEZ	Registered
67.	Taiwan	094033370 07-12-2005	01200169 03-16-2006	ROBEEZ	Registered
68.	Turkey	201004841 01-27-2010	201004841 03-23-2011	ROBEEZ	Registered
69.	Thailand	596337	242568	ROBEEZ	Registered

	Country	Serial No. Filing Date	Registration No. Registration Date	MARK	Status
		07-12-2005	06-05-2006		
70.	WIPO	1144066 12-04-2012	1144066 12-04-2012	ROBEEZ	Registered
71.	European Union	008160459 03-17-2009	008160459 10-07-2009	LITTLE STEPS WE LOVE	Registered
72.	European Union	008160665 03-17-2009	008160665 09-06-2009	LES PETITS PAS QUE NOUS AIMONS	Registered

TRADEMARK
REEL: 006956 FRAME: 0944

EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, [_____] (“Grantor”) is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof (“Trademarks”) which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement (Trademarks) dated _____, 2020 between Grantor and Grantee, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: