

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP PARIBAS		07/06/2021	Société Anonyme (Sa): FRANCE
RECEIVING PARTY DATA			
Name:	PROSPECT CAPITAL CORPORATION		
Street Address:	10 EAST 40TH STREET		
Internal Address:	42ND FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3618724	PREMIERE FIBERS	
Registration Number:	3807819	ECO INNOVATION FIBER	
Registration Number:	3862219	FLAME REPEL	
Registration Number:	3815177	HEALTH SURE	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	59297.065		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	07/08/2021		

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Total Attachments: 7

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this “Assignment”) is made and entered into as of July 6, 2021 by BNP PARIBAS, as the original Administrative Agent and original Collateral Agent (in such capacity, “Assignor”) under the Credit Agreement (as defined below), in favor of PROSPECT CAPITAL CORPORATION, a Maryland corporation, as the successor administrative agent and successor collateral agent (in such capacity, “Assignee”). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meaning specified in the Credit Agreement.

W I T N E S S E T H

WHEREAS, reference is hereby made to that certain Second Lien Credit Agreement, dated as of October 2, 2015, as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of October 19, 2016, by that certain Second Amendment to Second Lien Credit Agreement, dated as of May 20, 2019, by that certain Limited Waiver and Third Amendment to Second Lien Credit Agreement, dated as of July 13, 2020, by that certain Waiver and Fourth Amendment to Second Lien Credit Agreement, dated as of October 2, 2020, by that certain Fifth Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of May 6, 2021 (the “Fifth Amendment”), and as may be further amended, restated, supplemented, restructured, refinanced, or otherwise modified from time to time (the “Credit Agreement”), among the Borrower, each Lender party thereto from time to time, the Guarantors, and Assignee;

WHEREAS, in accordance with the Credit Agreement, PREMIERE FIBERS, INC. (“Grantor”), granted to Assignor for the benefit of the Secured Parties a security interest in, all right, title or interest in, to or under any and all of the Trademark Collateral (as defined below) pursuant to that certain Grant of Security Interest in Trademarks, dated October 2, 2015, by Grantor in favor of Assignor, recorded at the United States Patent and Trademark Office at Reel/Frame 05636/0429 (the “Trademark Security Agreement”);

WHEREAS, Grantor converted to and is continuing as a Delaware limited liability with the name “PREMIER FIBERS, LLC”;

WHEREAS, pursuant to the Fifth Amendment, Assignor has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents, and Assignee has assumed and succeeded to all of the rights, powers, duties and obligations of Assignor as Administrative Agent and Collateral Agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest in, to and under the Credit Agreement and the Trademark Security Agreement, including, without limitation, all of Assignor’s security interest in, all right, title or interest in, to or under any and all of the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

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which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee, for the ratable benefit of the Lenders and Secured Parties, all of Assignor's security interest in, all right, title or interest in, to or under any and all of the following assets and properties owned by the Grantor as of the execution of the Trademark Security Agreement or at any time acquired thereafter by Grantor, or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including without limitation those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to the Grantor's use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world and (f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

2. Acknowledgment of Grantor. The security interest assigned to Assignee as the successor Administrative Agent and successor Collateral Agent for the ratable benefit of the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Credit Agreement and the other Loan Documents, and the Grantor hereby (i) confirms its grant to Assignee of a security interest in, all right, title or interest in, to or under any and all of the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, all right, title or interest in, to or under any and all of the Trademark Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. GOVERNING LAW. THIS 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 AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY CONFLICT OF LAWS PROVISIONS THEREUNDER.

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4. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

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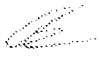
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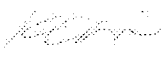
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

BNP PARIBAS, as the original Administrative Agent and original Collateral Agent

By: 

Name: Guillaume Charrier
Title: VP

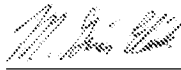
By: 

Name: Kevin Choi
Title: VP

ACCEPTED AND AGREED
as of the date above first written:

ASSIGNEE:

PROSPECT CAPITAL CORPORATION, as the
successor Administrative Agent and successor
Collateral Agent


By: 

Name: M. Grier Eliasek
Title: President and Chief Operating Officer

ACCEPTED AND AGREED

as of the date above first written:

PREMIERE FIBERS, LLC, as a Grantor

By:  _____

Name: Marcus Ammen

Title: Chief Executive Officer

[Signature Page to Assignment of Trademark Security Agreement]

Schedule A
Trademarks

Mark	Drawing Type	Serial No.	Registration No.	Filing Date	Registration Date	Legal Owner
PREMIERE FIBERS	STANDARD CHARACTER MARK	77547934	3618724	8/15/2008	5/12/2009	PREMIERE FIBERS, INC.
ECO INNOVATION FIBER	STANDARD CHARACTER MARK	77585934	3807819	10/6/2008	6/22/2010	PREMIERE FIBERS, INC.
FLAME REPEL	STANDARD CHARACTER MARK	77586134	3862219	10/6/2008	10/12/2010	PREMIERE FIBERS, INC.
HEALTH SURE	STANDARD CHARACTER MARK	77586170	3815177	10/6/2008	7/6/2010	PREMIERE FIBERS, INC.

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RECORDED: 07/08/2021

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