

ROYALTY FREE TRADEMARK(S) LICENSE AND ACKNOWLEDGEMENT

LAST UPDATED: JANUARY 1, 2019

Please read this Royalty Free Trademark(s) License and Acknowledgement (the "License") carefully. Your use of Polartec Trademarks or Polartec Tags/Labels constitutes your acknowledgement to be bound by the terms of this License and the Purchase Order Acknowledgment. This License (including Polartec, LLC's Purchase Order Acknowledgment) is between you ("Licensee," "you" and "your") and Polartec, LLC, having its principal place of business at 300 Brickstone Square, 4th Floor, Suite 400, Andover, Massachusetts 01810 ("Polartec") and its affiliates (referred to below collectively as "Polartec," "we," and "us") concerning your use of the Polartec Trademarks or Polartec Tags/Labels in conjunction with your purchase, use, or sale of the Polartec Fabrics. THIS ROYALTY FREE TRADEMARK(S) LICENSE AND ACKNOWLEDGEMENT DOES NOT APPLY TO ANY LIQUIDATOR OR RECEIVER. POLARTEC, LLC DOES NOT GRANT TO ANY LIQUIDATOR OR RECEIVER A RIGHT TO USE POLARTEC, LLC HANG TAGS/LABELS OR POLARTEC TRADEMARKS OR TRADENAME IN CONNECTION WITH THIS ORDER.

ACCEPTANCE OF LICENSE

By using the Polartec Trademarks ("Trademarks" means the Polartec trademarks and any third party marks licensed by Polartec) and Polartec Tags/Labels ("Polartec Tags/Labels" means a hang tag and/or sew-in label and/or zipper pull, or other similar device, all as supplied by Polartec, LLC, bearing one or more of the Trademarks), you agree to the terms of this License and to any additional rules referenced in your Polartec Purchase Order Acknowledgment ("Purchase Order Acknowledgment" specifically means the Terms and Conditions of Sale identified on the last Purchase Order Acknowledgment between Polartec, LLC and Licensee) and in the Polartec Trademark Usage Guidelines ("Usage Guidelines" means the Polartec, LLC Trademark Usage Guidelines and Requirements, as amended from time to time, which can be found at www.polartec.com). The Usage Guidelines and the Purchase Order Acknowledgment are a part of this License for all purposes including the determination of breach. We may make changes to this License (and to any such additional rules and guidelines) from time to time; we will notify you of such changes by posting the revised version of this License on the Polartec Website at www.polartec.com. You can determine when we last changed this License by referring to the "LAST UPDATED" legend above. Your use of the Polartec Trademarks or the Polartec Tags/Labels following changes to this License will constitute your acceptance of those changes. THIS ROYALTY FREE TRADEMARK(S) LICENSE AND ACKNOWLEDGEMENT DOES NOT APPLY TO ANY LIQUIDATOR OR RECEIVER. POLARTEC, LLC DOES NOT GRANT TO ANY LIQUIDATOR OR RECEIVER A RIGHT TO USE POLARTEC, LLC HANG TAGS/LABELS OR POLARTEC TRADEMARKS OR TRADENAME IN CONNECTION WITH THIS ORDER.

LICENSE GRANT; LIMITATIONS

Polartec, LLC grants to Licensee during the Term ("Term" shall commence on the date indicated on Licensee's last Purchase Order Acknowledgment and shall continue unless terminated for three (3) years), a non-exclusive royalty-free license in the Territory ("Territory" means world wide), and as amended in writing, to use the applicable Trademark(s) in connection with the promotion of Polartec Products ("Polartec Products" means first quality Products made entirely of or including Polartec Fabrics, but not including any non-Polartec, LLC fleece fabric(s)) in the Market. The applicable Trademark(s) for any Polartec Product shall be the Trademark(s) that identifies the Polartec Fabric ("Polartec Fabrics" means first quality fabrics manufactured by and acquired directly from Polartec, LLC) purchased by Licensee as indicated in the Purchase Order Acknowledgment and used in the manufacture of the Polartec Product. All rights not expressly granted herein are reserved by Polartec, LLC. Licensee acknowledges that nothing in this License shall give it any right, title, or interest in the Trademark(s) other than the license rights granted herein. A license to use other Polartec, LLC trademark(s) or to use the Trademark(s) on products other than Products or in markets other than the Market is not included in this License. Licensee acknowledges that any other use of the Trademark(s), including, but not limited to the use of the Trademark(s) with non-Polartec Products, is trademark misuse and infringement and a breach of this License. Licensee will comply with the requirements of this License, Purchase Order Acknowledgment and the Usage Requirements. **[INSERT LINK TO USAGE GUIDELINES]**. Polartec, LLC may reasonably amend the Usage Requirements from time to time and post the latest version on the Polartec Website. Failure to comply with any provision of the Usage Requirements shall be considered a material breach of this License. Licensee will use, and cause the customers in its chain of distribution to use the Trademark(s) only in connection with Polartec Products and solely in accordance with the Usage Requirements. THIS ROYALTY FREE TRADEMARK(S) LICENSE AND ACKNOWLEDGEMENT DOES NOT APPLY TO ANY LIQUIDATOR OR RECEIVER. POLARTEC, LLC DOES NOT GRANT TO ANY LIQUIDATOR OR RECEIVER A RIGHT TO USE POLARTEC, LLC HANG TAGS/LABELS OR POLARTEC TRADEMARKS OR TRADENAME IN CONNECTION WITH THIS ORDER.

USE OF POLARTEC TAGS/LABELS

Licensee acknowledges that all Polartec Tags/Labels are the property of Polartec, LLC and are provided to Licensee solely for use in connection with the sale of Polartec Products pursuant to this License. Licensee may not sell, transfer, or dispose of Polartec Tags/Labels, and Licensee shall account for and return all unused Polartec Tags/Labels to Polartec, LLC. THIS ROYALTY FREE TRADEMARK(S) LICENSE AND ACKNOWLEDGEMENT DOES NOT APPLY TO ANY LIQUIDATOR OR RECEIVER. POLARTEC, LLC DOES NOT GRANT TO ANY LIQUIDATOR OR RECEIVER A RIGHT TO USE POLARTEC, LLC HANG TAGS, LABELS OR POLARTEC TRADEMARKS OR TRADENAME IN CONNECTION WITH THIS ORDER.

LEGAL RIGHTS & PROTECTION OF INTEREST

Licensee acknowledges the validity of and Polartec, LLC's ownership of the Trademark(s) and agrees that it will do nothing inconsistent with such ownership. Licensee agrees that its use of the Trademark(s) inures to the benefit of Polartec, LLC. Licensee agrees that it will not challenge

Polartec, LLC's title to the Trademark(s). Licensee acknowledges and agrees that it will not, anywhere in the world, adopt or use, nor apply for the registration of the Trademark(s) nor any trademark that is confusingly similar to a mark adopted or used by Polartec, LLC. Licensee agrees that it shall not register the Trademark(s) (including any colorable imitations, translations, or transliterations thereof) or participate directly or indirectly in such registration without Polartec, LLC's prior written consent. Licensee further acknowledges and agrees that if it has obtained or obtains in the future, in any country, a right, title, or interest in the Trademark(s) (including any colorable imitations, translations, or transliterations, domain names or social media pages), or in any other trademark or service mark owned by Polartec, LLC, Licensee has acted or will act as an agent for the benefit of Polartec, LLC for the limited purpose of obtaining such registrations and assigning them to Polartec, LLC. Licensee agrees that it will not directly or indirectly (by causing others or otherwise) take any action challenging or opposing, or raise any questions concerning, the validity of the Trademark(s), or any other trademarks or service marks owned by Polartec, LLC.

REPRESENTATIONS, WARRANTIES AND BEST EFFORTS

Polartec, LLC makes no representation or warranty as to the enforceability or validity of the Trademark(s), nor as to whether any Trademark(s) infringe upon or interfere with any trademarks or other proprietary rights of third parties. In the event that it is ascertained or determined that Polartec, LLC does not have the right to use the Trademark(s), or any portion thereof, Licensee agrees that it shall immediately refrain from licensing the Polartec Products and shall have no claims against Polartec, LLC, or affiliates thereof, for damages caused by such cessation or termination or otherwise.

Licensee represents and warrants that it is authorized to use the Other Mark(s) ("Other Marks" means marks owned or licensed by Licensee) in connection with the Products. Licensee shall indemnify and hold Polartec, LLC harmless against any and all claims brought against Polartec, LLC that allege that any of the Other Mark(s) or their use infringe the property rights of a third party. Licensee agrees to use its best efforts to promote the sale of Polartec Products bearing the Trademark(s) in the Market.

QUALITY, INSPECTION & APPROVAL

Licensee acknowledges that the performance characteristics of Polartec Products sold by Licensee in connection with the Trademark(s), especially the performance characteristics of Polartec Fabrics as they may be affected by Licensee's processing, is of great concern to Polartec, LLC. Polartec, LLC has inspected Polartec Products of the type intended to be sold under the Trademark(s) and/or Other Mark(s) by Licensee and deems the quality of such to be acceptable. Licensee agrees to maintain the present level of quality of Polartec Products to be sold under the Trademark(s) and/or Other Mark(s). Licensee agrees that Polartec, LLC may inspect Polartec Products to be sold under the Trademark(s) and/or Other Mark(s) from time to time, at its expense and upon reasonable notice, by requesting delivery of representative samples.

TERMINATION

Polartec, LLC may terminate this License at any time, effective immediately and without notice, upon the failure of Licensee to remain in full compliance with any of the terms of this License, or to pay any invoice for Polartec Fabrics when due. Polartec, LLC shall have the right, without prejudice to any other rights that it may have, to terminate this License in its entirety or with respect to certain licensed Polartec Products, effective immediately, upon the event of (a) Licensee's voluntary bankruptcy under the United States Bankruptcy Code or any successor statute, (b) proceedings for bankruptcy or insolvency are instituted against Licensee by anyone in any legal forum which proceedings are not dismissed within sixty (60) days after institution, (c) the assignment of all or substantially all of Licensee's assets for the benefit of creditors, or (d) all or substantially all of Licensee's assets become subject to levy, seizure, assignment or sale for, or by, any creditor or governmental agency, unless released, satisfied or otherwise resolved within sixty (60) days. Upon termination of this License or its expiration, Licensee agrees (a) to immediately (i) discontinue all use of the Trademark(s) and any term confusingly similar thereto, (ii) destroy all printed materials bearing the Trademark(s) and (iii) return all unused Polartec Tags/Labels to Polartec, LLC, and (b) that all rights in the Trademark(s) and goodwill connected therewith shall remain the property of Polartec, LLC. Licensee may sell off any remaining stock of Polartec Products bearing the Trademark(s) for a period of ninety (90) days after said termination, or at the discretion of Polartec, LLC, this License may also be terminated immediately without the right to sell off remaining stock bearing the Trademark(s).

GENERAL PROVISIONS

This License is personal to Licensee and may not be assigned or otherwise transferred by Licensee. No license or sub-license for use of the Trademark(s) may be granted by Licensee. This License, including the Purchase Order and the Usage Guidelines, which are incorporated herein and made a part hereof, constitutes the entire understanding of Polartec, LLC and Licensee with regard to the subject matter. This License is in accordance with the laws of the Commonwealth of Massachusetts and to the extent applicable, the laws of the United States of America.

Polartec, LLC and Licensee agree to use their best efforts to settle any and all disputes, controversies, or claims arising out of, in connection with, or in relation to the interpretation and performance of this License or the breach of any of the provisions hereof without resort to arbitration or litigation. However, Polartec, LLC and Licensee agree that to the extent that any dispute, controversy, or claim is litigated, jurisdiction shall be in the U.S. District Court sitting in Boston, MA and to the extent that any dispute, controversy, or claim is settled by binding arbitration, such arbitration hearings shall be in Boston, MA, pursuant to the rules of the American Arbitration Association.