TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mycoskie, LLC		12/13/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A. as Agent
Street Address:	100 Federal Street
Internal Address:	9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3662112	TOMS
Registration Number:	3353902	TOMS
Registration Number:	3566093	TOMS
Registration Number:	4097948	TOMS
Registration Number:	4192925	TOMS
Registration Number:	4313981	TOMS
Registration Number:	4410344	TOMS
Registration Number:	3765503	TOMS
Registration Number:	4274178	TOMS
Registration Number:	4403205	TOMS
Serial Number:	86006856	TOMS
Registration Number:	4403201	TOMS ONE FOR ONE
Registration Number:	3327341	TOMS SHOES FOR TOMORROW

OP $640.00 3662112

Registration Number:	3935329	LOVE IS THE NEW BLACK
Registration Number:	4170419	ONE FOR ONE
Registration Number:	4204485	ONE FOR ONE
Registration Number:	4208986	ONE FOR ONE
Registration Number:	4307523	ONE FOR ONE
Registration Number:	4400105	ONE FOR ONE
Registration Number:	3937643	STYLE YOUR SOLE
Serial Number:	85944215	
Serial Number:	85944177	
Serial Number:	86123030	
Serial Number:	85449053	WINE FOR WATER
Serial Number:	85449055	WINE INTO WATER

CORRESPONDENCE DATA

Fax Number: 6172484000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: tmadmin@choate.com

Correspondent Name: Elizabeth A. Walker

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010575-0004
NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	12/16/2013

Total Attachments: 13

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GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Agreement"), dated December 13, 2013, is made by Mycoskie, LLC, a California limited liability company with its principal office at 4722 Bunny Run, Austin, TX 78746 (the "Grantor"), in favor of BANK OF AMERICA, N.A., as Agent for its own benefit and the benefit of the other Credit Parties, with offices at 100 Federal Street, 9th Floor, Boston, MA 02110 (the "Grantee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Intellectual Property Security Agreement (as defined below).

WHEREAS, the Grantor and the Grantee are parties to that certain Intellectual Property Security Agreement, dated as of the date hereof, (the "Intellectual Property Security Agreement"), pursuant to which, as security for the payment or performance, as the case may be, in full of the Term Loan Obligations, the Grantor granted to the Agent, its successors and assigns, for its own benefit and the benefit of the Credit Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following property, whether now owned or now due, or in which the Grantor has an interest, or hereafter acquired, arising, or to become due, or in which the Grantor obtains any interest and all products, Proceeds, substitutions, Accessions of or to the Intellectual Property Collateral; and

WHEREAS, pursuant to the Intellectual Property Security Agreement, the Grantor is required to execute and deliver this Agreement to the Grantee.

NOW THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, as security for the payment or performance, as the case may be, in full of the Term Loan Obligations, the Grantor hereby grants to the Agent, its successors and assigns, for its own benefit and the benefit of the Credit Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following property, whether now owned or now due, or in which the Grantor has an interest, or hereafter acquired, arising, or to become due, or in which the Grantor obtains any interest and all products, Proceeds, substitutions, Accessions of or to the following property (collectively, the "Trademark Collateral"): (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office and (ii) all United States trademarks, trade names, domain names, trade dress, trade styles, service marks, designs, logos and other similar source identifiers of the Grantor, whether registered or unregistered, including, without limitation, the trademark registrations and trademark applications listed in Schedule A attached hereto (the "Trademarks"), and all written agreements to which the Grantor is a party providing for the grant or license by or to the Grantor of any right under any Trademark ("Trademark Licenses"), together with (i) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Trademark Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof, (ii) the right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing, and (iii) the Grantor's rights corresponding to any of the foregoing throughout the United States; provided, however, that the Trademark Collateral shall not include, and the security interest granted hereunder shall not attach to, (a) any lease, license, contract or agreement to which the Grantor is a party (including any of its rights or interests thereunder) or property rights of the Grantor of any nature if the grant of a security interest under any Loan Document therein shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor under such lease, license, contract, agreement or property right or result in the Grantor's loss of use of any asset, or (ii) a breach or termination pursuant to the terms of such lease, license, contract or agreement, or a default under, any such lease, license, contract, agreement or property right (other than to the extent that any restriction on such assignment or such other term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable Law

(including any Debtor Relief Law) or principles of equity), (b) any lease, license, contract or agreement to which the Grantor is a party (including any of its rights or interests thereunder) or any property right of any nature to the extent that any applicable Law prohibits the creation of a security interest thereon under any Loan Document (other than to the extent that any restriction on such assignment or such other term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable Law (including any Debtor Relief Law) or principles of equity); (c) any application for trademarks and service marks filed in the PTO pursuant to 15 U.S.C. § 1051 Section 1(b), unless and until evidence of the use of such trademark or service mark in interstate commerce is submitted to and accepted by the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d); (d) any foreign Intellectual Property (which for purposes of this clause (d) shall mean "Intellectual Property" as defined in the Credit Agreement) owned by or licensed to the Grantor; (e) any identifiable proceeds from, and intellectual property rights in respect of, "Start Something That Matters"; (f) any engagement fees or amounts received in connection with speaking engagements or appearances; and (g) any outdoor advertising licensing fees; provided, however, the Proceeds from any asset described in clauses (a) through (d) (except as expressly set forth in clauses (e) through (g)) above shall not constitute "Excluded Assets" to the extent such Proceeds themselves do not constitute an asset described in clauses (a) through (d) (except as expressly set forth in clauses (e) through (g)) above.

This Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Intellectual Property Security 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 Intellectual Property Security Agreement, the provisions of the Intellectual Property Security Agreement shall govern.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Agreement may be executed in 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 Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

GRANTOR:

MYCOSKIE, LLC

By: _____
Name: Blake Mycoskie
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest (Trademarks)]

GRANTEE:

BANK OF AMERICA, N.A.

By: _____
Name: Roger Malouf
Title: Vice President

[Signature Page to Grant of Security Interest (Trademarks)]

SCHEDULE A

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	International Class/Goods/ Services	Status	Owner
TOMS	3,662,112 (78/981,138)	7/28/2009 (5/12/2006)	25 - Clothing, namely, hoodies, jerseys, tops and jackets	Registered; Affidavit of Continued Use due 7/28/2015	Mycoskie, LLC
TOMS	3,353,902 (78/816,215)	12/11/2007 (2/16/2006)	25 - Canvas shoes; shoes	Registered; Affidavit of Continued Use due 12/11/2013	Mycoskie, LLC
TOMS	3,566,093 (78/980,827)	1/20/2009 (5/12/2006)	25 - Clothing, namely, canvas shoes, shoes, caps, shirts, t-shirts and hats	Registered; Affidavit of Continued Use due 1/20/2015	Mycoskie, LLC
TOMS	4,097,948 (85/189,009)	2/14/2012 (12/2/2010)	25 – Clothing, namely one-piece garments for infants and babies	Registered; Affidavit of Continued Use due 2/14/2018	Mycoskie, LLC
TOMS	4,192,925 (85/338,976)	8/21/2012 (6/6/2011)	9 - Sunglasses and cases for Sunglasses	Registered; Affidavit of Continued Use due 8/21/2018	Mycoskie, LLC
TOMS	4,313,981 (85/446,584)	4/2/2013 (10/13/2011)	9 - Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefore	Registered; April 2, 2013	Mycoskie, LLC

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	International Class/Goods/ Services	Status	Owner
TOMS	4,410344 (85/829,961)	10/1/2013 (1/23/2013)	35 - On-line retail store services featuring footwear, apparel, eyewear, jewelry, books, journals and gift packs consisting of DVDs and posters; Retail store services featuring footwear, apparel, eyewear, jewelry, books, journals and gift packs consisting of DVDs and posters	Registered Replaced App. No. 85/447,149	Mycoskie, LLC
TOMS	(85/965,239)	(06/20/2013)	30- Coffee, tea, cocoa and coffee based beverages	Pending (ITU)	Mycoskie, LLC
TOMS	3,765,503 (78/831,855)	3/23/2010 (3/8/2006)	25 - Baseball caps; caps; hats; canvas shoes; footwear for men and women; shoes; and shirts	Registered; Affidavit of Continued Use due 3/23/2016	Mycoskie, LLC
TOMS	(85/844,914)	(2/8/2013)	32 – Drinking water	Application allowed; awaiting statement of use (ITU)	Mycoskie, LLC

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	International Class/Goods/ Services	Status	Owner
TOMS	4,274,178 (85/446,592)	1/15/2013 (10/13/2011)	35 - Retail store services and on-line retail store services in the field of footwear, apparel, eyewear, jewelry, books, journals, and gift packs consisting of DVDs and posters.	Registered	Mycoskie, LLC
TOMS	4,403205 (85/845,080)	9/17/13 (2/8/2013)	43 - Charitable services, namely, providing safe drinking water to those in developing countries	Registered	Mycoskie, LLC
TOMS	(85/965,247)	(6/20/2013)	30- Coffee, Tea, cocoa, and coffee based beverages; tea products and coffee products and artificial coffee	Pending (ITU)	Mycoskie, LLC
TOMS	(86,006,856)	(7/10/2013)	9- Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefore	Pending (ITU)	Mycoskie, LLC

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	International Class/Goods/ Services	Status	Owner
TOMS	(86/004,053)	(7/8/2013)	18- Goods made of leather or imitations of leather; bags; trunks; valises; suitcases; tote bags; travelling bags; garment bags; rucksacks; satchels; holdalls; handbags; shoulder bags; shopping bags; wheeled shopping bags and purses; pouches; wallets; credit card holders of leather and imitations of leather; pochettes; luggage labels and tags; collars; and leashes for animals	Pending (ITU)	Mycoskie, LLC
TOMS ONE FOR ONE	(85/844,897)	(2/8/2013)	32 – Bottled drinking water; Bottle water; Drinking water	Application Allowed, awaiting statement of use (ITU)	Mycoskie, LLC
TOMS ONE FOR ONE	(85/845,015)	(2/8/2013)	43 - Charitable services, namely, providing safe drinking water to those in developing countries	Published (Actual Use)	Mycoskie, LLC

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	International Class/Goods/ Services	Status	Owner
TOMS SHOES FOR TOMORROW	3,327,341 (78/816,220)	10/30/2007 (2/16/2006)	25 - Canvas Shoes; Shoes	Registered; Affidavit of Continued Use due 10/30/2013 was not filed. Grace period deadline 4/30/2014	Mycoskie, LLC
LOVE IS THE NEW BLACK	3,935,329 (77/877,725)	3/22/2011 (11/20/2009)	25 - Clothing, namely, shoes	Registered; Affidavit of Continued Use due 3/22/2017	Mycoskie, LLC
MARKETPLACE	(86/082611)	(10/4/2013)	35-Online retail services	Pending (ITU)	Mycoskie, LLC
ONE FOR ONE	4,170,419 (85/348,161)	7/10/2012 (6/16/2011)	9 - Sunglasses and cases for sunglasses	Registered; Affidavit of Continued Use due 7/10/2018	Mycoskie, LLC
ONE FOR ONE	4,204,485 (85/339,106)	9/11/2012 (6/6/201)	25 - Clothing, namely hats, sweatshirts, hoodies, t-shirts and shoes	Registered; Affidavit of Continued Use due 9/11/2018	Mycoskie, LLC
ONE FOR ONE	(85/844,824)	(2/8/2013)	32 – Bottled drinking water; Bottle water; Drinking water	Application allowed, awaiting statement of use (ITU)	Mycoskie, LLC

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	International Class/Goods/ Services	Status	Owner
ONE FOR ONE	4,208,986 (85/447150)	9/18/2012 (10/13/2011)	35 - Retail store services and on-line retail store services in the field of footwear, apparel, eyewear, jewelry, books, journals, and gift packs consisting of DVDs and posters.	Registered; Affidavit of Continued Use due 9/18/2018	Mycoskie, LLC
ONE FOR ONE	4,307,523 (85/447,270)	3/26/2013 (10/13/2011)	36 - Charitable fundraising services 44 – Charitable services, namely, providing medical attention, ophthalmology and optometry services to those in need 45 – Charitable services, namely providing shoes and eyewear to those in need	Registered	Mycoskie, LLC
ONE FOR ONE	4,400,105	9/10/2013	43 - Charitable services, namely, providing safe drinking water to those in developing countries	Registered	Mycoskie, LLC
ONE FOR ONE	(85,965,243)	(6/20/2013)	30- Coffee, tea, cocoa, and coffee-based beverages, tea products and coffee products; and artificial coffee	Pending (ITU)	Mycoskie, LLC

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	International Class/Goods/ Services	Status	Owner
ONE FOR ONE	(86,004,049)	(7/8/2013)	18- Goods made of leather or imitations of leather; bags; trunks; valises; suitcases; tote bags; travelling bags; garment bags; rucksacks; satchels; holdalls; handbags; shoulder bags; shopping bags; wheeled shopping bags and purses; pouches; wallets; credit card holders of leather and imitations of leather; pochettes; luggage labels and tags; collars; and leashes for animals	Pending (ITU)	Mycoskie, LLC.
SOLE STYLER	(85/095,684)	(7/29/2010)	9 - Software allowing users to design their own shoes	Application Allowed; Statement of Use due 3/15/2014 (ITU)	Mycoskie, LLC
STYLE YOUR SOLE	3,937,643 (85/094,061)	3/29/2011 (7/27/2010)	35 - Promotion of shoe sales through consumer home-based parties	Registered; Affidavit of Continued Use due 3/29/2017	Mycoskie, LLC
WINE FOR WATER	(85/449,053)	(10/17/2011)	33 – Wine	Pending; intent-to-use; Suspended	Mycoskie, LLC
WINE INTO WATER	(85/449,055)	(10/17/2011)	33 – Wine	Pending; intent-to-use; Suspended	Mycoskie, LLC

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	International Class/Goods/ Services	Status	Owner
YOU DRINK, WE DIG	(85/876,978)	(3/15/2013)	32 – Drinking water 36 – Charitable fundraising services 43 – Charitable fundraising services, namely, providing safe drinking water to those in developing countries	Application Allowed, awaiting statement of use (ITU)	Mycoskie, LLC
Design	(85/944,215)	(5/28/2013)	09 – Eyewear	Pending (Actual Use)	Mycoskie, LLC
Design	(85/944,177)	(5/28/2013)	09 – Eyewear	Pending (Actual Use)	Mycoskie, LLC
Design of Blue and White Stripes	(86123030	(11/19/2013)	09 - Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefore 025 - Clothing, namely, hats, sweatshirts, jackets, jerseys, and shirts; and footwear	Pending (Actual Use)	Mycoskie, LLC

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	International Class/Goods/ Services	Status	Owner
TOMS	(86004044)	(7/8/2013)	18 - Goods made of leather or imitations of leather; bags; trunks; valises; suitcases; tote bags; travelling bags; garment bags; rucksacks; satchels; holdalls; handbags; shoulder bags; shopping bags; wheeled shopping bags and purses; pouches; wallets; credit card holders of leather and imitations of leather; pochettes; luggage labels and tags; collars; and leashes for animals	Pending (ITU)	Mycoskie, LLC