

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
American Essentials Inc.		12/17/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of Montreal
Doing Business As:	BMO Capital Partners
Street Address:	100 King Street West
Internal Address:	11th Floor, First Canadian Place
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1A1
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85783575	AMERICAN ESSENTIALS FREEDOM
Serial Number:	85389630	AMERICAN ESSENTIALS NEW YORK
Serial Number:	85841695	
Serial Number:	85841642	
Serial Number:	85840984	HAPPY FOOT
Serial Number:	85841680	HAPPY FOOT
Serial Number:	85841299	HAPPY FOOT
Serial Number:	85227309	V12

CORRESPONDENCE DATA

Fax Number: 3128035299
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (312) 845-3430

CH \$215.00 85783575

Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1948587
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Richard Kalwa
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Signature:	/richard kalwa/
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Date:	12/18/2013
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Total Attachments: 4
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**TRADEMARK COLLATERAL AGREEMENT
(AMERICAN ESSENTIALS INC.)**

This 17th day of December, 2013, American Essentials Inc., a New York corporation (“*Debtor*”) with its principal place of business and mailing address at 63 Polson Street, Toronto, Ontario M5A 1A4 Canada, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal D.B.A. BMO Capital Partners (“*BMOCP*”), with its mailing address at 11th Floor, First Canadian Place, 100 King Street West, Toronto, Ontario M5X 1A1, Canada, Attention: Managing Director and its successors and assigns (BMOCP and any successor(s) or assign(s) to BMOCP being hereinafter referred to as the “*Lender*”), and grants to the Lender a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out and defined in that certain Security Agreement dated as of December 17, 2010, between the Debtor, as debtor, and the Lender, as assignee of BMO Capital Corporation pursuant to an assignment dated November 1, 2011, as secured party, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Lender of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Lender on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AMERICAN ESSENTIALS INC.

By Earl Wilson
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL D.B.A. BMO CAPITAL PARTNERS

By _____
Name _____
Title _____

By _____
Name _____
Title _____

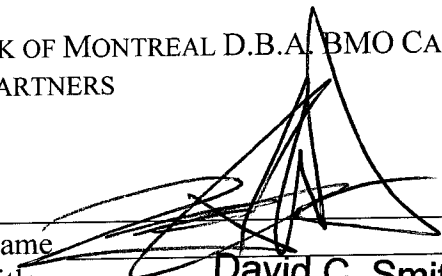
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

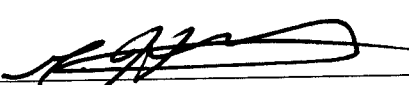
AMERICAN ESSENTIALS INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL D.B.A. BMO CAPITAL PARTNERS

By  _____
Name _____
Title **David C. Smith**
Managing Director

By  _____
Name **MATT HONTSHARUK**
Title **DIRECTOR**

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

	APPLICANT	MATTER NAME	COUNTRY	APPLICATION NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
1.	American Essentials Inc.	AMERICAN ESSENTIALS FREEDOM	U.S.A.	85/783,575	Nov 20, 2012			Pending
2.	American Essentials Inc.	AMERICAN ESSENTIALS NEW YORK	U.S.A.	85/389,630	Aug 4, 2011			Pending
3.	American Essentials Inc.	FOOT Design	U.S.A.	85/841,695	Feb 5, 2013			Pending
4.	American Essentials Inc.	FOOT Design	U.S.A.	85/841,642	Feb 5, 2013			Pending
5.	American Essentials Inc.	HAPPYFOOT	U.S.A.	85/840,984	Feb 5, 2013			Pending
6.	American Essentials Inc.	HAPPYFOOT & Foot Design	U.S.A.	85/841,680	Feb 5, 2013			Pending
7.	American Essentials Inc.	HAPPYFOOT & Foot Design	U.S.A.	85/841,299	Feb 5, 2013			Pending
8.	American Essentials Inc.	V12	U.S.A.	85/227,309	Apr 27, 2011			Pending

October 30, 2013