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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM303323

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TOTES ISOTONER CORPORATION		05/01/2014	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 185

Property Type	Number	Word Mark
Registration Number:	2930443	G
Registration Number:	2897021	G
Registration Number:	2763070	ACORN
Registration Number:	3820154	ACORN
Registration Number:	4388232	ACORN
Registration Number:	4476091	ACORN
Registration Number:	2891086	
Registration Number:	3820155	
Registration Number:	2763071	ACORN
Registration Number:	2874173	ACORN COMFORT ON EARTH
Serial Number:	85824666	ACORN VIA
Registration Number:	1147737	ACTIVIZER
Registration Number:	2917866	AFTER ACTIVE
Registration Number:	3373609	ANORAK WEATHER WEAR
Registration Number:	0979477	ARIS
Serial Number:	86207190	ARIS
Registration Number:	2070171	AUTO CLUB
Registration Number:	2159693	
Serial Number:	86062590	
		TRADEMARK

900288031 REEL: 005272 FRAME: 0437

Property Type	Number	Word Mark
Registration Number:	1329582	CHROMATICS
Registration Number:	2711143	CIRE
Registration Number:	2958122	CLASSIC COMFORT
Registration Number:	2931969	CLIP & GO 'BRELLA
Registration Number:	3127553	CLIP IT BACKPACK UMBRELLA
Registration Number:	3616991	C-NOVA
Registration Number:	3070997	COMFORT IQ
Registration Number:	2272962	COMFORT ON EARTH
Registration Number:	2335576	COMFORT ON EARTH
Registration Number:	3055450	COMFORT ON EARTH
Registration Number:	3714128	COMFORT ON EARTH
Registration Number:	4175724	COMFORT TO GO
Serial Number:	86047754	COMFORTABLY YOU
Registration Number:	3722920	CONTOUR-FIT SOLE
Registration Number:	2272054	CONTOURS BY ISOTONER
Serial Number:	86067090	CORKAIR
Registration Number:	2852980	DANCING FEET
Registration Number:	1423962	
Registration Number:	1192171	
Registration Number:	1907440	DRI G GARD
Registration Number:	1970847	DRI-GARD
Registration Number:	3735048	EARTHROAMER
Registration Number:	3794405	ECB
Registration Number:	3450641	ECO 'BRELLA
Registration Number:	3800649	ECO IMPRESSIONS
Registration Number:	3450702	ECOSENTIALS
Registration Number:	3522058	ECOSENTIALS
Registration Number:	2804436	ELASTO-PEDIC
Registration Number:	1732120	ESNY
Serial Number:	86062553	ESSENTIALS BY ISOTONER
Registration Number:	1502032	EYE SCREENS
Registration Number:	2378137	EYE SCREENS TRENDS
Serial Number:	86177336	FIRMCORE
Registration Number:	3851509	FLIPABLES
Registration Number:	1673884	GATOR GRIPS
Registration Number:	1354338	GCS
Registration Number:	3391785	GCS GLOVE COMPONENT SYSTEM
Registration Number: Registration Number: Registration Number:	3391785 3185978	GCS GLOVE COMPONENT SYSTEM GCS GLOVE COMPONENT SYSTEM

Property Type	Number	Word Mark
Registration Number:	3298694	GRIPSTER
Serial Number:	86177329	HEART OF A SLIPPER SOLE OF A SHOE
Serial Number:	86062566	IMPRESSIONS BY ISOTONER
Registration Number:	2809515	IMPRESSIONS FROM ISOTONER
Registration Number:	3795432	IMPRESSIONS FROM ISOTONER
Registration Number:	3006185	INCOGNITO
Registration Number:	3801171	ISO
Registration Number:	3437704	ISO
Registration Number:	4507566	ISOFLEX
Serial Number:	85857439	ISOFLEX
Registration Number:	0909643	ISOTONER
Registration Number:	1249912	ISOTONER
Registration Number:	1263689	ISOTONER
Registration Number:	1473314	ISOTONER
Registration Number:	2695176	ISOTONER
Registration Number:	4388283	ISOTONER
Serial Number:	86062582	ISOTONER
Serial Number:	86062587	ISOTONER
Registration Number:	2805917	ISOTONER PILLOWSTEP
Serial Number:	86062573	ISOTONER SIGNATURE
Serial Number:	85524818	JUST SHEEPSKIN
Registration Number:	4319020	JUST SHEEPSKIN
Registration Number:	2300733	KID SCREENS
Registration Number:	2097898	KNOGINTOP
Registration Number:	4120763	LAKE OF THE ISLES
Serial Number:	86132837	LIGHT N' GO
Registration Number:	3347900	LIGHT N GO
Registration Number:	3349979	LIGHT N' GO 'BRELLA
Registration Number:	4175707	M
Registration Number:	1425341	MANZELLA
Registration Number:	3526230	MANZELLA
Registration Number:	4403439	MANZELLA
Registration Number:	3420256	MEMORYSTEP
Registration Number:	3116708	MICRO MINI
Registration Number:	2189912	NIGHTLIGHTER
Registration Number:	3706661	NIGHTLIGHTER
Registration Number:	1	OLLEVAE
	1421141	OH EWE
Registration Number: Registration Number:	1421141 3620705	PACK-IT PINERIDGE TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1918029	PLANET CAPS
Serial Number:	86097578	PUDDLE FLATS
Registration Number:	1847742	RAIN ROLLS RIGHT OFF
Registration Number:	3598472	RAINDROPS
Registration Number:	3598474	RAINDROPS
Registration Number:	2273181	RAINES
Registration Number:	2285124	RAINES
Registration Number:	3804166	RIVABELLA
Registration Number:	4049288	SEASIDE IMPRESSIONS
Registration Number:	2201820	SECRET SOLE
Registration Number:	3729694	SECRET SOLE
Serial Number:	86062561	SENSATIONS BY ISOTONER
Registration Number:	2902305	SENSATIONS BY ISOTONER
Registration Number:	3017836	SENSATIONS BY ISOTONER
Registration Number:	4032816	SENSORTOUCH
Registration Number:	4020654	SHERPASOFT
Registration Number:	3489323	SHERPASOFT
Registration Number:	3804215	SILKY PLUSH
Serial Number:	86177333	SLEEK LITTLE SHOES COMFY AS A SLIPPER
Serial Number:	85946215	SLIPPERCOMFORT
Registration Number:	1870559	SMALL WONDER
Registration Number:	2727027	SMART DOGS
Registration Number:	3871285	SMARTOUCH
Serial Number:	86076413	SMARTZONE
Registration Number:	4071530	SMUSHEES
Registration Number:	1575115	SNUGGLESOX
Registration Number:	3777691	STICK IT
Registration Number:	3777690	STICK IT
Registration Number:	2580205	STORMBEATER
Registration Number:	3014191	STRETCH LEATHERS
Registration Number:	2846916	STUDIO COMFORT
Registration Number:	1702255	SUNGLASS STATION
Registration Number:	1783019	SUNGLASS WORLD
Registration Number:	3023756	SUNGUARD
Registration Number:	3092553	SUNGUARD
Registration Number:	2737765	SUPERDOME
Registration Number:	2060154	SUPERTREADS
Registration Number:	1889285	THE BIG TOP
Registration Number:	2536158	THERMADRY TRADEMARK

Serial Number: 86105140 THERMAFLEX Registration Number: 4507559 TITAN Registration Number: 1620085 TOASTIES Registration Number: 1061743 TOTES Registration Number: 1081141 TOTES Registration Number: 1138767 TOTES Registration Number: 1149822 TOTES Registration Number: 1309481 TOTES Registration Number: 1313581 TOTES Registration Number: 1315771 TOTES Registration Number: 1326980 TOTES Registration Number: 1327159 TOTES Registration Number: 1354368 TOTES Registration Number: 1375994 TOTES Registration Number: 1528120 TOTES Registration Number: 1530893 TOTES Registration Number: 1587955 TOTES Registration Number: 2124107 TOTES Registration Number: 22241666 TOTES Registration Number: <th>Property Type</th> <th>Number</th> <th>Word Mark</th>	Property Type	Number	Word Mark
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Registration Number:2700817TOTES	Registration Number:	2280041	TOTES
	Registration Number:	2700817	TOTES
Registration Number:2700818TOTES	Registration Number:	2700818	TOTES
Registration Number:2700819TOTES	Registration Number:	2700819	TOTES
Registration Number:2700820TOTES	Registration Number:	2700820	TOTES
Registration Number:2716370TOTES	Registration Number:	2716370	TOTES
Registration Number:3182144TOTES	Registration Number:	3182144	TOTES
Registration Number:0925164TOTES	Registration Number:	0925164	TOTES
Serial Number: 85375767 TOTES COAT	Serial Number:	85375767	TOTES COAT
Registration Number:0983116TOTES COAT	Registration Number:	0983116	TOTES COAT
Registration Number:2856900TOTES ELEMENTS	Registration Number:	2856900	TOTES ELEMENTS
Registration Number:3290198TOTES SIGNATURE	Registration Number:	3290198	TOTES SIGNATURE
Registration Number:2305847TOTES SPORT	Registration Number:	2305847	TOTES SPORT
Registration Number:1510241TOTES TOASTIES	Registration Number:	1510241	TOTES TOASTIES
Registration Number:1666245TOTES TOASTIES	Registration Number:	1666245	TOTES TOASTIES
Registration Number:2181473TOTESPORT	Registration Number:	2181473	TOTESPORT
Registration Number: 2945301 TOTESPORT	Registration Number:	2945301	
Registration Number: 4020661 TOUCH TIP TRADEMARK	Registration Number:	4020661	TRADEMARK TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86037956	TRX
Serial Number:	85875750	
Registration Number:	3180666	WARM YOUR WINTER
Registration Number:	2604513	WATER BLOCK
Registration Number:	2044588	WEATHER PROTECTORS BY TOTES
Registration Number:	3534869	WEATHER PROTECTORS BY TOTES
Registration Number:	3312107	WEATHER WORKS
Registration Number:	4043262	WOODLANDS
Registration Number:	2866912	YOU HAVE TO WEAR THEM TO BELIEVE THEM!
Registration Number:	3918222	SMARTOUCH

CORRESPONDENCE DATA

Fax Number: 2129692900

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

US Mail.

Phone: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-133
NAME OF SUBMITTER:	Jenifer deWolf Paine
SIGNATURE:	/Jenifer deWolf Paine/
DATE SIGNED:	05/01/2014

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Trademark Security Agreement") made by TOTES ISOTONER CORPORATION, an Ohio corporation with offices located at 9655 International Boulevard, Cincinnati, OH 45246 ("Totes") and the other Guarantors from time to time party hereto (the "Guarantors") as pledgors, assignors and debtors (Totes, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Grantors", and each, a "Grantor"), in favor of ARES CAPITAL CORPORATION, a Maryland corporation with offices located at 245 Park Avenue, 44th Floor, New York, New York 10167 ("Ares"), in its capacity as collateral agent pursuant to the Credit Agreement (as hereinafter defined) and as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"). Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

WHEREAS, Totes, the Borrower, LONO HOLDINGS CORP., a Delaware corporation ("Holdings"), the other Guarantors party thereto, Ares Capital Corporation as administrative agent (the "Administrative Agent") and as collateral agent (the "Collateral Agent") and the lenders party thereto (the "Lenders") have, in connection with the execution and delivery of the Security Agreement, entered into that certain Credit Agreement (Second Lien Term), dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrower, the Guarantors, the Administrative Agent and the Collateral Agent, amongst others, have entered into that certain Intercreditor Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement")

WHEREAS, the Grantors are parties to a Security Agreement dated as of the date hereof (as amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, under the terms of the Security Agreement, as collateral security for the payment in full of all the Secured Obligations, each Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Grantor in, to and under the Pledged Collateral, wherever located and whether now existing or hereafter arising or acquired from time to time, including the Intellectual Property Collateral, including the Trademarks (as defined below) and the Trademark Licenses (as defined below).

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NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Grant of Security. As collateral security for the payment in full of all the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Grantor in, to and under all of the following Pledged Collateral, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

- all U.S. and foreign trademarks (including service marks), slogans, (a) logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including but not limited to the trademarks and applications for any of the foregoing listed in Schedule A hereto, together with any and all (i) goodwill connected with the use of and symbolized by any of the foregoing or Trademark License with respect to any of the foregoing in which such Grantor has any interest, (ii) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (iii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iv) proceeds thereof, including, without limitation, all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilution or other violation thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilution or other violation thereof ("Trademarks");
- (b) all license and distribution agreements with, and covenants not to sue, any other party with respect to, or any other agreement pursuant to which any such Grantor receives or grants any rights in, to or under, any Trademark or any other trademark whether such Grantor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) proceeds thereof, including, without limitation, all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or other violations thereof, (iii) rights to sue for past, present and future infringements or other violations thereof and (iv) other rights to use,

exploit or practice any or all of the Trademarks or any other trademark ("Trademark Licenses"); and

(c) to the extent not covered by the foregoing, all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and, except as otherwise provided in the Credit Agreement, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Grantor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Trademark Security Agreement shall not extend to (i) any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), (x) except to the extent there is a change in law such that granting a lien in such Trademark application prior to such filing would not adversely affect the enforceability or validity of such Trademark application, and (y) provided that any such Trademark applications shall automatically be included in the Collateral upon the filing of acceptable evidence of use of such Trademark, and (ii) any Trademark Collateral, including without limitation, intent-to-use trademark applications as provided in (i) above, for which the creation by a Grantor of a security interest therein is prohibited without the consent of a third party (to the extent such consent is not) obtained or by law (other than to the extent that any restriction on such assignment 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) or any relevant jurisdiction or any other applicable law).

SECTION 2. <u>Security for Obligations</u>. The grant of a lien on and security interest in, the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment in full and performance of all the Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents.

SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 4. <u>Execution in Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be

deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral 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.

SECTION 6. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 7. <u>Termination</u>. When all the Secured Obligations have been paid in full (other than inchoate indemnity obligations) and the commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement and the Intercreditor Agreement, this Trademark Security Agreement shall terminate. Upon termination of this Trademark Security Agreement the Trademark Collateral shall be released from lien and security interest pledged and granted herein, and the Collateral Agent shall execute all further documents and take all further necessary actions reasonably requested by the Grantors (at the cost and expense of the Grantors) to release such Trademark Collateral from lien and security interest pledged and granted herein, including, without limitation, executing a release of security interest suitable for recordation in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 8. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

TOTES ISOTONER CORPORATION

By: Alux //
Name: Donna H. Deye

Title: Authorized Officer

ACKNOWLEDGMENT

STATE OF Disco ss.

On this Andrew day of Andrew A. 2014, before me appeared Description of the person who signed this instrument, who acknowledged that he/she signed such instrument on behalf of Totes Isotoner Corporation as his/her and its free act and deed.

Notary Public

My commission expires: Sagar 1 282, 30 18

VICKY A. BAMESBERGER NOTARY PUBLIC . STATE OF OHIO My commission expires Apr. 28, 2018

TRADEMARK SECURITY AGREEMENT

Accepted and Agreed:
ARES CAPITAL COMPORATION, as Collateral Agent By:
Name: Mitchell Goldstein Title: Authorized Signatory
ACKNOWLEDGMENT
STATE OF NON COUNTY OF Web York SS.
On this 2 day of 2014, before me appeared 44 to 50 Steams person who signed this instrument, who acknowledged that he/she signed such instrument on behalf of [Ares Capital Corporation] as his/her and its free act and deed.
Chalit Cua (Shoons)
My commission expires: March 16, 2011
Exizes the Chief See See Otto Person to the Commission Explains March 2007 My Commission Explains March 2007 My Commission Explains March 2007

ELIZABETH CRECCA

Notary Public - State of New York

NO. 01CRS202535

Gualified in New York County

My Commission Expires Mar 16, 2017

Schedule A to Trademark Security Agreement

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS:

Record Owner	Trademark	App. No.	File Date	Reg. No.
totes Isotoner	"G" in circle	76/582,596	3/23/2004	2,930,443
Corporation	"G" logo	76/562,191	11/13/2003	2,897,021
	G logo	70/302,191	11/13/2003	2,097,021
	ACORN	75/672,879	4/1/1999	2,763,070
	ACORN	77/589,756	10/9/2008	3,820,154
	ACORN	85/876,949	3/15/2013	4,388,232
	ACORN	85/806,424	12/19/2012	4,476,091
	Acorn Design	76/557,647	10/27/2003	2,891,086
	Acorn Design	77/589,762	10/9/2008	3,820,155
	ACORN Stylized & Design	75/672,880	4/1/1999	2,763,071
	ACORN COMFORT ON EARTH & Design	76/555,398	10/14/2003	2,874,173
	ACORN VIA	85/824,666	1/16/2013	
	ACTIVIZER	73/225,345	7/30/1979	1,147,737
	AFTER ACTIVE	76/557,643	10/27/2003	2,917,866
	ANORAK WEATHER WEAR	77/056,436	12/4/2006	3,373,609
	ARIS	72/446,532	1/22/1973	979,477
	ARIS	86/207,190	2/28/2014	
	AUTO CLUB	74/513,857	4/18/1994	2,070,171
	Auto Open/Close Design	75/199,334	11/18/1996	2,159,693
	CHEVRON Design	86/062,590	9/12/2013	
	CHROMATICS	445,616	9/28/1983	1,329,582

Record Owner	Trademark	App. No.	File Date	Reg. No.
	CIRE & Design	76/411,323	5/21/2002	2,711,143
	CLASSIC COMFORT	78/250,165	5/15/2003	2,958,122
	CLIP & GO BRELLA	78/305,792	9/26/2003	2,931,969
	CLIP IT BACKPACK UMBRELLA	78/295,357	9/3/2003	3,127,553
	C-NOVA	77/366,139	1/8/2008	3,616,991
	COMFORT IQ	78/598,142	3/30/2005	3,070,997
	COMFORT ON EARTH	75/366,656	10/2/1997	2,272,962
	COMFORT ON EARTH	75/672,881	4/1/1999	2,335,576
	COMFORT ON EARTH	78/576,706	2/28/2005	3,055,450
	COMFORT ON EARTH	77/589,760	10/9/2008	3,714,128
	COMFORT TO GO	85/518,860	1/18/2012	4,175,724
	COMFORTABLY YOU	86/047,754	8/26/2013	
	CONTOUR-FIT SOLE	77/307,293	10/18/2007	3,722,920
	CONTOURS BY ISOTONER	75/503,863	6/17/1998	2,272,054
	CORKAIR	86/067,090	9/17/2013	
	DANCING FEET	76/511,493	5/6/2003	2,852,980
	Double Chevron Design	73/411,095	1/27/1983	1,423,962
	Double Chevron with Glove Design	73/224,072	7/20/1979	1,192,171
	DRI G GARD & design	74/532,856	6/3/1994	1,907,440
	DRI-GARD	74/539,972	6/20/1994	1,970,847
	EARTHROAMER	77/588,609	10/8/2008	3,735,048
	ECB	77/673,455	2/19/2009	3,794,405

Record Owner	Trademark	App. No.	File Date	Reg. No.
	ECO 'BRELLA	77/218,813	6/29/2007	3,450,641
	ECO IMPRESSIONS	77/691,725	3/16/2009	3,800,649
	ECOSENTIALS	77/251,180	8/9/2007	3,450,702
	ECOSENTIALS	77/282,218	9/18/2007	3,522,058
	ELASTO-PEDIC	76/483,019	1/17/2003	2,804,436
	ESNY	74/176,977	6/17/1991	1,732,120
	ESSENTIALS BY ISOTONER	86/062,553	9/12/2013	
	EYE SCREENS	73/701,637	12/18/1987	1,502,032
	EYE SCREENS TRENDS	75/583,228	11/5/1998	2,378,137
	FIRMCORE	86/177,336	1/28/2014	
	FLIPABLES	77/853,571	10/21/2009	3,851,509
	GATOR GRIPS	74/058,431	5/14/1990	1,673,884
	GCS	73/513,044	12/10/1984	1,354,338
	GCS GLOVE COMPONENT SYSTEM	78/659,793	6/28/2005	3,391,785
	GCS GLOVE COMPONENT SYSTEM Logo	78/660,468	6/29/2005	3,185,978
	GRANDOE	73/170,380	5/15/1978	1,130,476
	GRIPSTER	78/305,156	9/25/2003	3,298,694
	HEART OF A SLIPPER SOLE OF A SHOE	86/177,329	1/28/2014	
	IMPRESSIONS BY ISOTONER	86/062,566	9/12/2013	
	IMPRESSIONS FROM ISOTONER	78/187,956	11/22/2002	2,809,515
	IMPRESSIONS FROM ISOTONER	77/550,082	8/19/2008	3,795,432
	INCOGNITO	76/425,753	6/12/2002	3,006,185

Record Owner	Trademark	App. No.	File Date	Reg. No.
	ISO	78/598,846	3/31/2005	3,801,171
	ISO & Design	78/598,859	3/31/2005	3,437,704
	ISOFLEX	85/857,431	2/22/2013	4,507,566
	ISOFLEX	85/857,439	2/22/2013	
	ISOTONER	72/357,028	4/16/1970	0,909,643
	ISOTONER	73/378,654	8/6/1982	1,249,912
	ISOTONER	73/386,341	9/17/1982	1,263,689
	ISOTONER	73/666,949	6/17/1987	1,473,314
	ISOTONER	76/367,297	2/5/2002	2,695,176
	ISOTONER	85/907,151	4/17/2013	4,388,283
	ISOTONER Stylized	86/062,582	9/12/2013	
	ISOTONER CHEVRON Design	86/062,587	9/12/2013	
	ISOTONER PILLOWSTEP	78/226,333	3/17/2003	2,805,917
	ISOTONER SIGNATURE Stylized	86/062,573	9/12/2013	
	JUST SHEEPSKIN	85/524,818	1/25/2012	
	JUST SHEEPSKIN	85/978,648	1/25/2012	4,319,020
	KID SCREENS	75/435,565	2/17/1998	2,300,733
	KNOGINTOP	75/219,646	12/30/1996	2,097,898
	LAKE OF THE ISLES	85/287,706	4/6/2011	4,120,763
	LIGHT N' GO	86/132,837	12/2/2013	
	LIGHT N' GO	77/156489	4/13/2007	3347900
	LIGHT N' GO 'BRELLA	78/826019	03/01/2006	3349979

Record Owner	Trademark	App. No.	File Date	Reg. No.
	M & Design	85/508,408	1/4/2012	4,175,707
	MANZELLA	73/547,445	7/11/1985	1,425,341
	MANZELLA	77/064,886	12/15/2006	3,526,230
	MANZELLA	85/873,531	3/12/2013	4,403,439
	MEMORYSTEP	78/806,562	2/3/2006	3,420,256
	MICRO MINI	78/624,143	5/5/2005	3,116,708
	NIGHTLIGHTER	75/231,757	1/27/1997	2,189,912
	NIGHTLIGHTER	77/574,538	9/19/2008	3,706,661
	OH EWE	73/476,176	4/19/1984	1,421,141
	PACK-IT	77/491,713	6/5/2008	3,620,705
	PINERIDGE	85/475,386	11/17/2011	4,235,227
	PLANET CAPS	74/383,302	4/23/1993	1,918,029
	PUDDLE FLATS	86/097,578	10/22/2013	
	RAIN ROLLS RIGHT OFF	74/386,335	4/30/1993	1,847,742
	RAINDROPS	77/601,271	10/27/2008	3,598,472
	RAINDROPS & Design	77/602,060	10/28/2008	3,598,474
	RAINES	75/517,251	7/9/1998	2,273,181
	RAINES	75/521,160	7/7/1998	2,285,124
	RIVABELLA	77/661,051	2/2/2009	3,804,166
	SEASIDE IMPRESSIONS	85/293,619	4/13/2011	4,049,288
	SECRET SOLE	75/138,261	7/10/1996	2,201,820
	SECRET SOLE	77/601,142	10/27/2008	3,729,694
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Record Owner	Trademark	App. No.	File Date	Reg. No.
	SENSATIONS BY ISOTONER	86/062,561	9/12/2013	
	SENSATIONS BY ISOTONER	78/190,175	12/2/2002	2,902,305
	SENSATIONS BY ISOTONER	78/487,453	9/22/2004	3,017,836
	SENSORTOUCH	85/219,785	1/18/2011	4,032,816
	SHERPASOFT	85/173,178	11/10/2010	4,020,654
	SHERPASOFT (Stylized)	77/056,249	12/4/2006	3,489,323
	SILKY PLUSH (Stylized)	77/673,452	2/19/2009	3,804,215
	SLEEK LITTLE SHOES COMFY AS A SLIPPER	86/177,333	1/28/2014	
	SLIPPERCOMFORT	85/946,215	5/30/2013	
	SMALL WONDER	74/437,720	9/20/1993	1,870,559
	SMART DOGS	76/442,505	8/22/2002	2,727,027
	SMARTOUCH	77/783,380	7/17/2009	3,871,285
	SMARTOUCH & Design	85/017,217	4/19/2010	3,918,222
	SMARTZONE	86/076,413	9/27/2013	
	SMUSHEES	85/119,020	8/30/2010	4,071,530
	SNUGGLESOX	73/778,408	2/2/1989	1,575,115
	STICK IT	77/820,675	9/4/2009	3,777,691
	STICK IT Design	77/820,670	9/4/2009	3,777,690
	STORMBEATER	76/184,401	12/20/2000	2,580,205
	STRETCH LEATHERS	76/339,112	11/16/2001	3,014,191
	STUDIO COMFORT	78/250,193	5/15/2003	2,846,916
	SUNGLASS STATION	74/119,644	12/3/1990	1,702,255

Record Owner	Trademark	App. No.	File Date	Reg. No.
	SUNGLASS WORLD	73/704,889	1/11/1988	1,783,019
	SUNGUARD	78/531,330	12/13/2004	3,023,756
	SUNGUARD & Design	78/531,280	12/13/2004	3,092,553
	SUPERDOME	76/184,403	12/20/2000	2,737,765
	SUPERTREADS	75/024,942	11/28/1995	2,060,154
	THE BIG TOP	74/420,873	7/30/1993	1,889,285
	THERMADRY	76/178,718	12/11/2000	2,536,158
	THERMAFLEX	86/105,140	10/30/2013	
	TITAN	85/855,933	2/21/2013	4,507,559
	TOASTIES	74/030,566	2/20/1990	1,620,085
	TOTES	73/088,715	5/28/1976	1,061,743
	TOTES	73/119,754	3/21/1977	1,081,141
	TOTES	73/188,249	10/5/1978	1,138,767
	TOTES	73/222,170	7/5/1979	1,149,822
	TOTES	464,715	2/8/1984	1,309,481
	TOTES	467,565	2/27/1984	1,313,581
	TOTES	73/371,140	6/23/1982	1,315,771
	TOTES	73/488,265	7/2/1984	1,326,980
	TOTES	488,124	7/2/1984	1,327,159
	TOTES	73/519,184	1/24/1985	1,354,368
	TOTES	73/518,291	1/22/1985	1,375,994
	TOTES	73/535,252	5/1/1985	1,525,716
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Record Owner	Trademark	App. No.	File Date	Reg. No.
	TOTES	73/741,912	7/25/1988	1,528,120
	TOTES	73/741,911	7/25/1988	1,530,893
	TOTES	73/814,675	7/25/1989	1,587,955
	TOTES	74/115,787	11/15/1990	1,700,210
	TOTES	74/614,139	12/23/1994	2,124,107
	TOTES	75/231,756	1/27/1997	2,211,666
	TOTES	75/421,233	1/21/1998	2,280,041
	TOTES	75/981,975	5/29/2001	2,700,817
	TOTES	75/981,976	5/29/2001	2,700,818
	TOTES	75/981,977	5/29/2001	2,700,819
	TOTES	75/981,978	5/29/2001	2,700,820
	TOTES	76/263,565	5/29/2001	2,716,370
	TOTES	75/714,429	5/26/1999	3,182,144
	TOTES (Stylized)	72/371,981	9/28/1970	0,925,164
	TOTES COAT	85/375,767	7/20/2011	
	TOTES COAT (stylized)	72/446,338	1/19/1973	0,983,116
	TOTES ELEMENTS	78/188,421	11/25/2002	2,856,900
	TOTES SIGNATURE	77/088,723	1/23/2007	3,290,198
	TOTES SPORT	75/558,380	9/14/1998	2,305,847
	TOTES TOASTIES	73/721,635	4/11/1988	1,510,241
	TOTES TOASTIES	74/049,060	4/16/1990	1,666,245
	TOTESPORT	75/242,713	2/18/1997	2,181,473
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Record Owner	Trademark	App. No.	File Date	Reg. No.
	TOTESPORT	78/333,084	11/25/2003	2,945,301
	TOUCH TIP	85/175,525	11/12/2010	4,020,661
	TRX	86/037,956	8/14/2013	
	Umbrella Design	85/875,750	3/14/2013	Abandoned
	WARM YOUR WINTER	78/794,475	1/19/2006	3,180,666
	WATER BLOCK	76/299,836	8/15/2001	2,604,513
	WEATHER PROTECTORS BY TOTES	74/647,679	3/16/1995	2,044,588
	WEATHER PROTECTORS BY TOTES	77/219,075	6/29/2007	3,534,869
	WEATHER WORKS	78/873,393	5/1/2006	3,312,107
	WOODLANDS	85/171,454	11/8/2010	4,043,262
	YOU HAVE TO WEAR THEM TO BELIEVE THEM!	78/291,858	8/25/2003	2,866,912

RECORDED: 05/01/2014