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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM316190

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FOOT PETALS, INC.		09/03/2014	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent	
Street Address:	Two Tower Center Boulevard	
City:	East Brunswick	
State/Country:	NEW JERSEY	
Postal Code:	08816	
Entity Type:	Association: UNITED STATES	

PROPERTY NUMBERS Total: 48

PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Registration Number:	3509834	AMAZING ARCHES	
Registration Number:	4408154	CUSH'N STRIDE	
Registration Number:	3291389	FAB FEET	
Registration Number:	3190753	FANCY FEET	
Registration Number:	3677710	FLEXYFEET	
Registration Number:	3898704	FOOT PETALS	
Registration Number:	3865684	FOOT PETALS	
Registration Number:	3008330	FOOT PETALS	
Registration Number:	4363847		
Registration Number:	4081435		
Registration Number:	4408218	GLAMOUR TOES	
Registration Number:	3778551	GLAMOUR TOEZ	
Registration Number:	3281016	HAUTE HEELZ	
Registration Number:	3864621	HEAVENLY FIT	
Registration Number:	3000057	HEAVENLY HEELZ	
Registration Number:	3118923	KILLER KUSHIONZ	
Registration Number:	4200645		
Registration Number:	3441991	PEDI FUME	
Registration Number:	3420947	PERFECT POLISH	
Registration Number:	4391248	TRADEMARK	

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Property Type	Number	Word Mark
Registration Number:	4379477	
Registration Number:	4319171	PRESSURE POINTZ
Registration Number:	3385182	ROYAL TREATMENT
Registration Number:	4200644	
Registration Number:	3600008	SEXY SOLES
Registration Number:	3416087	SEXY SOLE-UTIONZ
Registration Number:	3476529	SEXY SOLE-UTIONZ
Registration Number:	3823831	SHOE EMERGENCY KIT
Registration Number:	3937183	
Registration Number:	3905328	SOCK-A-BYE BABY
Registration Number:	2990153	SOLE KINGS
Registration Number:	3903034	SOLE STOPPERZ
Registration Number:	3557181	SPALUX
Registration Number:	3787946	SPORTY SOLES
Registration Number:	3864172	STILETTO-2-GO
Registration Number:	3118922	STRAPPY STRIPS
Registration Number:	3441990	SWEATY PEDI
Registration Number:	3987338	THE ORIGINAL DESIGNER INSOLE
Registration Number:	4256115	THE SHOE WHISPERER
Registration Number:	3995621	TINA ALDATZ
Registration Number:	3056857	TIP TOES
Registration Number:	4499625	FOOT PETALS
Serial Number:	86089462	FAB FEET
Serial Number:	85981153	FOOT PETALS
Serial Number:	85825595	FOOT PETALS
Serial Number:	86111990	SOCK-FREE SAVIORS
Serial Number:	85814297	SOCK-FREE
Serial Number:	85784117	WEAR THE SHOES YOU LOVE

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: CT Lien Solutions
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:James MurraySIGNATURE:/Marina Kelly, Thomson Reuters/

TRADEMARK
REEL: 005357 FRAME: 0686

09/05/2014

TRADEMARK REEL: 005357 FRAME: 0687 Form PTO-1594 (Rev. 07/05)

OMB Collection 0651-0027 (exp. 6/30/2008)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY			
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.			
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)		
FOOT PETALS, INC.	Additional names, addresses, or citizenship attached?		
	Name: PNC Bank, National Association, as Agent		
Individual(s) Association	Internal Address:		
General Partnership Limited Partnership	Street Address: Two Tower Center Boulevard		
Corporation- State: OHIO	City: East Brunswick		
Other	State: New Jersey		
Citizenship (see guidelines)	Country: USA Zip: 08816		
Additional names of conveying parties attached? Yes V No			
3. Nature of conveyance)/Execution Date(s) :	General Partnership Citizenship		
Execution Date(s) September 3, 2014	Limited Partnership Citizenship		
	Corporation Citizenship		
	Other Citizenship If assignee is not domiciled in the United States, a domestic		
Security Agreement Change of Name	representative designation is attached: Yes No		
4. Application number(s) or registration number(s) and	(Designations must be a separate document from assignment)		
A. Application number(s) or registration number(s) and A. Trademark Application No.(s) See Schedule A attached	B. Trademark Registration No.(s) See Schedule A attached		
	Additional sheet(s) attached? Yes No		
C. Identification or Description of Trademark(s) (and Filing			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: James Murray	6. Total number of applications and registrations involved:		
Internal Address: CT Lien Solutions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
	Authorized to be charged by credit card		
Street Address: 4400 Easton Commons Way Suite 125	Authorized to be charged to deposit account Enclosed		
City: Columbus	8. Payment Information:		
State: OH Zip: 43219	a. Credit Card Last 4 Numbers Expiration Date		
Phone Number: 614-280-3566	b. Deposit Account Number		
Fax Number: 800-914-4240	A the dead the ablama		
Email Address: james.murray@folterskluwer	. Com/Milionzed Gool Name		
9. Signature:	September 5, 2014		
Signature	Date Total number of pages including cover 8		
Leslie Kirsner Name of Person Signing	sheet, attachments, and document:		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIENS GRANTED TO AGENT (AS DEFINED HEREIN) IN THE COLLATERAL PURSUANT TO THIS AGREEMENT AND THE EXERCISE, AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, OF ANY RIGHT OR REMEDY BY AGENT OR ANY LENDER WITH RESPECT TO CERTAIN OF THE COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 2, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND AMONG GCI CAPITAL MARKETS LLC, AS FIRST LIEN TERM LOAN AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) AND SECOND LIEN TERM LOAN AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AND PNC BANK, NATIONAL ASSOCIATION, AS REVOLVING AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT).

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 3, 2014 by and between **FOOT PETALS, INC.**, an Ohio corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for certain secured parties ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

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- 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on <u>Schedule A</u> hereto, and all proceeds and products thereof.
- 3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FOOT PETALS, INC.

By: \geq Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY: PNC BANK, NATIONAL ASSOCIATION,

as Agent

By: ____ Name: Title: _

Trademark Security Agreement

Schedule A

1. Registered Trademarks and Trademark Applications

TRADEMARK	U.S. FEDERAL	REGISTRATION DATE
	REGISTRATION NUMBER	
AMAZING ARCHES	3509834	9/30/2008
CUSH'N STRIDE	4408154	9/24/2013
FAB FEET	3291389	9/11/2007
FANCY FEET	3190753	1/2/2007
FLEXYFEET	3677710	9/1/2009
FOOT PETALS	3898704	1/4/2011
FOOT PETALS	3865684	10/19/2010
FOOT PETALS Stylized	3008330	10/25/2005
Foot Shape Design	4363847	7/9/2013
(Killer Kushionz) Foot Shape Design	4081435	1/3/2012
(Killer Kushionz) [SR] GLAMOUR TOES	4408218	9/24/2013
GLAMOUR TOEZ	3778551	4/20/2010
HAUTE HEELZ [SR]	3281016	8/14/2007
HEAVENLY FIT	3864621	10/19/2010
HEAVENLY HEELZ	3000057	9/27/2005
KILLER KUSHIONZ	3118923	7/25/2006
Oval with Scalloped Ends	4200645	9/4/2012
Design (Heavenly Heelz) PEDI FUME	3441991	6/3/2008
PERFECT POLISH	3420947	4/29/2008
Pink Shoe Black Heel	4391248	8/27/2013
Design Pink Shoe White Heel Design	4379477	8/6/2013

Schedule A - 1 -

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PRESSURE POINTZ [SR]	4319171	4/9/2013
ROYAL TREATMENT	3385182	2/19/2008
Scalloped Circle Design (Tip Toes)	4200644	9/4/2012
SEXY SOLES	3600008	3/31/2009
SEXY SOLE-UTIONZ	3416087	4/22/2008
SEXY SOLE-UTIONZ	3476529	7/29/2008
SHOE EMERGENCY KIT	3823831	7/27/2010
DESIGN ONLY	3937183	3/29/2011
SOCK-A-BYE BABY	3905328	1/11/2011
SOLE KINGS	2990153	8/30/2005
SOLE STOPPERZ	3903034	1/11/2011
SPALUX	3557181	1/6/2009
SPORTY SOLES	3787946	5/11/2010
STILETTO-2-GO	3864172	10/19/2010
STRAGPPY STRIPS	3118922	7/25/2006
SWEATY PEDI	3441990	6/3/2008
THE ORIGINAL DESIGNER	3987338	6/28/2011
THE SHOE WHISPERER	4256115	12/11/2012
TINA ALDATZ	3995621	7/19/2011
TIP TOES	3056857	2/7/2006
FOOT PETALS Stylized	4499625	3/18/2014
FAB FEET	86/089462	10/11/2013
FOOT PETALS Stylized	85/981153	1/17/2013
FOOT PETALS Stylized	85/825595	1/17/2013

Schedule A - 2 -

SOCK-FREE SAVIORS	86/111990	11/6/2013
SOCK-FREE	85/814297	1/2/2013
WEAR THE SHOES YOU	85/784117	11/20/2012