

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foot Petals, Inc.		09/03/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Second Lien Agent		
Street Address:	c/o Golub Capital Incorporated, 666 Fifth Ave., 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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: 3125774565

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.

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 337968-114

NAME OF SUBMITTER: Kristin Brozovic

TRADEMARK

REEL: 005359 FRAME: 0188

SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	09/09/2014
Total Attachments: 7 source=Second Lien Trademark Security Agreement with Foot Petals#page1.tif source=Second Lien Trademark Security Agreement with Foot Petals#page2.tif source=Second Lien Trademark Security Agreement with Foot Petals#page3.tif source=Second Lien Trademark Security Agreement with Foot Petals#page4.tif source=Second Lien Trademark Security Agreement with Foot Petals#page5.tif source=Second Lien Trademark Security Agreement with Foot Petals#page6.tif source=Second Lien Trademark Security Agreement with Foot Petals#page7.tif	

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF (I) THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 2, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "FIRST LIEN INTERCREDITOR AGREEMENT"), BY AND BETWEEN GCI CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT FOR THE LENDERS UNDER THE FIRST LIEN TERM LOAN DOCUMENTS (IN SUCH CAPACITY, "FIRST LIEN AGENT") AND AS ADMINISTRATIVE AGENT FOR THE LENDERS UNDER THE SECOND LIEN TERM LOAN DOCUMENTS (IN SUCH CAPACITY, "SECOND LIEN AGENT") AND (II) THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 2, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "ABL INTERCREDITOR AGREEMENT"; THE ABL INTERCREDITOR AGREEMENT AND FIRST LIEN INTERCREDITOR AGREEMENT EACH INDIVIDUALLY, AN "INTERCREDITOR AGREEMENT"), BY AND AMONG FIRST LIEN AGENT, SECOND LIEN AGENT AND PNC BANK, NATIONAL ASSOCIATION, AS REVOLVING AGENT (AS DEFINED IN THE ABL INTERCREDITOR AGREEMENT).

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 3, 2014 by and between **FOOT PETALS, INC.**, an Ohio corporation ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent for certain secured parties ("Second Lien Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Second Lien 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 Second Lien Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Second Lien 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 Second Lien 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 Second Lien 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:

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 Second Lien Agent, for the benefit of the Secured Parties, a continuing first priority (subject to Permitted Encumbrances) 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 Schedule A hereto, and all proceeds and products thereof.

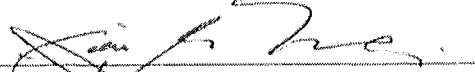
3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Second Lien Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Second Lien 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: 
Name: JOSE G. BALLA
Title: TREASURER & SECRETARY

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Second Lien Agent

By: GC Advisors LLC, its sole member

By: 

Name: Marc C. Robinson
Title: Managing Director

Schedule A

1. Registered Trademarks and Trademark Applications

TRADEMARK	U.S. FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
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 (Killer Kushionz)	4363847	7/9/2013
Foot Shape Design (Killer Kushionz) [SR]	4081435	1/3/2012
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 Design (Heavenly Heelz)	4200645	9/4/2012
PEDI FUME	3441991	6/3/2008
PERFECT POLISH	3420947	4/29/2008
Pink Shoe Black Heel Design	4391248	8/27/2013
Pink Shoe White Heel Design	4379477	8/6/2013

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 INSOLE [SR]	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

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