# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321855

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |
| **SEQUENCE:** | 2 |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| MYCOSKIE, LLC | | 10/31/2014 | LIMITED LIABILITY COMPANY: CALIFORNIA |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Jefferies Finance LLC, as Collateral Agent |
| **Street Address:** | 520 Madison Avenue |
| **City:** | New York |
| **State/Country:** | NEW YORK |
| **Postal Code:** | 10022 |
| **Entity Type:** | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 25**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 3935329 | LOVE IS THE NEW BLACK |
| **Registration Number:** | 4602799 | ONE FOR ONE |
| **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 |
| **Registration Number:** | 3353902 | TOMS |
| **Registration Number:** | 3566093 | TOMS |
| **Registration Number:** | 3662112 | TOMS |
| **Registration Number:** | 4097948 | TOMS |
| **Registration Number:** | 4192925 | TOMS |
| **Registration Number:** | 4313981 | TOMS |
| **Registration Number:** | 4410344 | TOMS |
| **Registration Number:** | 4602798 | TOMS |
| **Registration Number:** | 4602814 | TOMS |
| **Registration Number:** | 3765503 | TOMS |

CH $640.00 3935329

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 4274178 | TOMS |
| **Registration Number:** | 4403205 | TOMS |
| **Registration Number:** | 4517359 | TOMS |
| **Registration Number:** | 4403201 | TOMS ONE FOR ONE |
| **Serial Number:** | 85944215 | |
| **Serial Number:** | 85944177 | |
| **Serial Number:** | 86123030 | |

**CORRESPONDENCE DATA**

**Fax Number:** 2123037064

***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:** 2112.318.6824

**Email:** christinedionne@paulhastings.com

**Correspondent Name:** Christine Dionne c/o Paul Hastings LLP

**Address Line 1:** 75 East 55th Street

**Address Line 4:** New York, NEW YORK 10022

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 92374.00003 (TERM) |
| **NAME OF SUBMITTER:** | Christine Dionne |
| **SIGNATURE:** | /Christine Dionne/ |
| **DATE SIGNED:** | 10/31/2014 |

**Total Attachments: 6**

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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of October 31, 2014, is made by MYCOSKIE, LLC, a California limited liability company (the "Grantor"), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time party to the Term Loan Credit Agreement, dated as of October 31, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among TOMS Shoes Holdings II, LLC, a Delaware limited liability company ("Holdings"), TOMS Shoes, LLC, a Delaware limited liability company (the "Company" or the "Borrower Representative"), the Subsidiary Borrowers (as defined therein) from time to time party thereto (together with the Company, collectively, the "Borrowers"), the Lenders from time to time party thereto, and the Agent, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, the Company and any Subsidiaries of the Company that become a party thereto, have executed and delivered a Term Loan Security Agreement, dated as of October 31, 2014, in favor of the Agent (as amended, restated, amended and restated, supplement or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings, the Company and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by such Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.5 thereof, the Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower Representative and the Agent.

7. Governing Law: THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MYCOSKIE, LLC,
as the Grantor

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

[Signature Page to Grant of Security Interest in Trademarks]

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: _____
Name: Brian J. Buoye
Title: Managing Director

[Signature Page to Grant of Security Interest in Trademarks]

## SCHEDULE A

## U.S. Trademark Registrations and Applications

*Registrations –*

| Credit Party – Owner | Trademark | Image | Registration Number (Application Number) | Registration Date |
|---|---|---|---|---|
| MYCOSKIE, LLC | LOVE IS THE NEW BLACK | N/A | 3,935,329 (77/877,725) | 3/22/2011 |
| MYCOSKIE, LLC | ONE FOR ONE | N/A | 4,602,799 (85/982,308) | 9/9/2014 |
| MYCOSKIE, LLC | ONE FOR ONE | N/A | 4,170,419 (85/348,161) | 7/10/2012 |
| MYCOSKIE, LLC | ONE FOR ONE | N/A | 4,204,485 (85/339,106) | 9/11/2012 |
| MYCOSKIE, LLC | ONE FOR ONE | N/A | 4,208,986 (85/447,150) | 9/18/2012 |
| MYCOSKIE, LLC | ONE FOR ONE | N/A | 4,307,523 (85/447,270) | 3/26/2013 |
| MYCOSKIE, LLC | ONE FOR ONE | N/A | 4,400,105 (85/845,010) | 9/10/2013 |
| MYCOSKIE, LLC | STYLE YOUR SOLE | N/A | 3,937,643 (85/094,061) | 3/29/2011 |
| MYCOSKIE, LLC | TOMS | N/A | 3,353,902 (78/816,215) | 12/11/2007 |
| MYCOSKIE, LLC | TOMS | N/A | 3,566,093 (78/980,827) | 1/20/2009 |
| MYCOSKIE, LLC | TOMS | N/A | 3,662,112 (78/981,138) | 6/28/2009 |
| MYCOSKIE, LLC | TOMS | N/A | 4,097,948 (85/189,009) | 2/14/2012 |
| MYCOSKIE, LLC | TOMS | N/A | 4,192,925 (85/338,976) | 8/21/2012 |
| MYCOSKIE, LLC | TOMS | N/A | 4,313,981 (85/446,584) | 4/2/2013 |
| MYCOSKIE, LLC | TOMS | N/A | 4,410,344 (85/829,961) | 10/1/2013 |
| MYCOSKIE, LLC | TOMS | N/A | 4,602/798 (85/982,306) | 9/9/2014 |
| MYCOSKIE, LLC | TOMS and Design | TOMS | 4,602,814 (85/982,450) | 9/9/2014 |
| MYCOSKIE, LLC | TOMS and Design | TOMS | 3,765,503 (78/831,855) | 3/23/2010 |
| MYCOSKIE, LLC | TOMS and Design | TOMS | 4,274,178 (85/446,592) | 1/15/2013 |

| Credit Party – Owner | Trademark | Image | Registration Number (Application Number) | Registration Date |
|---|---|---|---|---|
| MYCOSKIE, LLC | TOMS and Design | TOMS | 4,403,205 (85/845,080) | 9/17/2013 |
| MYCOSKIE, LLC | TOMS and Design | TOMS | 4,517,359 (86/006,856) | 4/22/2014 |
| MYCOSKIE, LLC | TOMS ONE FOR ONE | N/A | 4,403,201 (85/845,015) | 9/17/2013 |

*Applications –*

| Credit Party – Owner | Trademark | Image | Application Number | Filing Date |
|---|---|---|---|---|
| MYCOSKIE, LLC | Design Only | | 85,944,215 | 5/28/2013 |
| MYCOSKIE, LLC | Design Only | | 85/944,177 | 5/28/2013 |
| MYCOSKIE, LLC | Design Only | | 86/123,030 | 11/19/2013 |