

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TISHKOFF ENTERPRISES, LLC, DBA DREW SHOE		12/31/2014	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3110299	GRIP LOCK	
Registration Number:	3077702	STANDING COMFORT	
Registration Number:	3071693	STANDING COMFORT	
Registration Number:	2674576	PLUS FITTING SYSTEM	
Registration Number:	2654166	FOOTSAVER	
Registration Number:	2621141	THERE'S A DREW THAT'S FIT FOR YOU	
Registration Number:	2634949	DREW	
Registration Number:	2594366	BAREFOOT FREEDOM	
Registration Number:	2624734	DREW	
Registration Number:	1431217	FOOT FRIENDS	
Registration Number:	1457529	BAREFOOT FREEDOM	
Registration Number:	1779715	ROS HOMMERSON	
Registration Number:	4022773	DREW FIT. COMFORT. STYLE.	
Registration Number:	3710030	WHEN IT COMES TO YOUR FOOTWEAR SIZE DOES	
Registration Number:	3528350		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: rhostetler@mcdonaldhopkins.com
Correspondent Name: DAVID B. CUPAR
Address Line 1: MCDONALD HOPKINS, LLC
Address Line 2: 600 SUPERIOR AVENUE, SUITE 2100
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	22795-00159
NAME OF SUBMITTER:	DAVID B. CUPAR
SIGNATURE:	/DAVID B. CUPAR/
DATE SIGNED:	02/05/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of December 31, 2014, by TISHKOFF ENTERPRISES, LLC dba DREW SHOE, an Ohio limited liability company (the "Grantor") in favor of KEYBANK NATIONAL ASSOCIATION, having an office at 127 Public Square, Cleveland, Ohio 44114 ("KeyBank"), as Lender.

RECITALS

A. The Grantor is the owner of certain Trademark Collateral (as defined below).

B. DREW SHOE CORPORATION ("Drew Shoe"), an Ohio corporation, had entered into a certain Trademark Security Agreement with the Lender dated May 24, 2007 (the "Original Agreement"), a true and correct copy of which was recorded by the United States Patent and Trademark Office on June 15, 2007, at Reel 003562, Frame 0138.

C. Grantor, by and through a Trademark Assignment dated May 24, 2007, obtained the rights, title, and interest to the Trademark Collateral and has since obtained additional Trademark Collateral set forth in Schedule I.

D. The Grantor has entered into that certain Credit and Security Agreement dated as of December 31, 2014 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Grantor and certain other parties, as borrowers, and KeyBank, as Lender and (the "Lender") and Issuer (the "Issuer"). Pursuant to the Credit Agreement, the Lender and the Issuer will make certain advances and other financial accommodations available to the Grantor.

E. Capitalized terms used herein but not otherwise defined have the meanings attributed to them in the Credit Agreement. Terms not otherwise defined herein or in the Credit Agreement but defined in the Article 9 of the Ohio Uniform Commercial Code (the "UCC") are used herein as defined therein.

F. The Grantor has agreed to grant to the Lender, for the benefit of itself, the Issuer and certain other creditors (the "Secured Creditors"), a security interest in all of its right, title and interest in and to the Trademark Collateral as collateral security for the Obligations.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration:

1. Drew Shoe and the Lender agree to mutually terminate the Original Agreement and all obligations under it, effective as of the date of this Agreement. No rights or obligations of the parties under the Original Agreement shall survive.

2. The Grantor grants to the Lender for the benefit of the Secured Creditors, as security for the Obligations, a security interest in and to the following (except to the extent forbidden by, and, in any case subject to any restrictions on assignment, pledge or the granting of liens thereon), whether now owned, or, hereafter acquired by the Grantor, and whether now or hereafter existing (the "Trademark Collateral"): (i) all domestic and foreign trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, domestic and foreign trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof ("Trademarks"), including, without limitation, the trademarks and trademark applications listed in Schedule I; (ii) all goodwill connected with the use of, and symbolized by, each Trademark; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor; and (iv) the rights of the Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the foregoing, including any royalties and income.

3. The Grantor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in Schedule I and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks acquired by the Grantor after the date hereof.

4. The Grantor represents and warrants as follows:

(a) Set forth in Schedule I is a complete and accurate list of all of the Grantor's Trademark registrations and applications in existence as of the date hereof.

(b) The Grantor owns all Trademarks identified as owned by it, and has the legal and valid right to use, and to grant security interests with respect to, all of its Trademarks.

(c) All Trademarks are free from any Lien except for Permitted Liens and free of any restrictions which could reasonably be expected to have a Material Adverse Effect.

(d) The Grantor has not, as of the date hereof, granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademarks.

(e) All of the registered Trademarks among the Trademarks are currently in compliance in all material respects with formal legal requirements (including payment of filing, examination, and maintenance fees) and are valid and enforceable.

(f) No material Trademark has been or is now involved in any interference, reissue, reexamination, opposition or cancellation proceeding; and none of the Trademarks is infringed or has been challenged or threatened in any way.

(g) The Grantor has taken all reasonably necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any material Trademark Collateral and has taken all necessary steps to ensure that all licensed users of any such Trademark Collateral adhere to such consistent standards of quality.

(h) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interest granted hereby, for the pledge by the Grantor of the Trademark Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the UCC, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each United States Trademark registration and application among the Trademarks, or (iii) for the exercise by the Lender of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each United States Trademark registration and application.

5. The Grantor covenants as follows:

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Lender reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral.

(b) The Grantor hereby authorizes the Lender to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of the Grantor where permitted by Law.

(c) The Grantor will furnish to the Lender from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Lender may reasonably request, all in reasonable detail.

(d) The Grantor agrees that, should it obtain an ownership interest in any new Trademark Collateral, including any new Trademark registration or application, which is not now scheduled on Schedule I as a part of the Trademark Collateral, any such Trademark registration or application, will automatically become part of the Trademark Collateral. The

Grantor further agrees that it shall deliver to the Lender a written report, in reasonable detail, upon the Lender's request, setting forth each new Trademark application or registration that the Grantor has filed, acquired, created or otherwise obtained since the previous report. The Grantor authorizes the Lender to modify this Agreement by amending Schedule I hereto (and shall cooperate with the Lender in effecting any such amendment) to include any Trademark registration or application which becomes part of the Trademark Collateral.

(e) With respect to each material Trademark application or registration set forth in Schedule I hereto, the Grantor agrees to take all necessary or desirable steps based upon the Grantor's reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each such Trademark registration, and (ii) pursue each such Trademark application, now or hereafter included in the Trademark Collateral to the extent it has material value or is material to the conduct of the Grantor's business as then conducted, including, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation in part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Grantor agrees to take corresponding steps with respect to each material new or acquired Trademark to which it now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by the Grantor. The Grantor shall not discontinue use of or otherwise abandon any Trademark registration or application now or hereafter included in the Trademark Collateral except in the exercise of the Grantor's reasonable business judgment.

(f) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with such material Trademark Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any such material Trademark Collateral use such consistent standards of quality.

(g) The Grantor agrees to notify the Lender promptly and in writing if it learns (i) that any material Trademark Collateral has been determined to have become abandoned, or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material Trademark, or (iii) of any adverse determination with respect to the validity or enforceability of any material Trademark.

(h) In the event that the Grantor makes a determination in its reasonable business judgment that any material Trademark has been infringed or misappropriated by a third party, the Grantor shall promptly notify the Lender and will take such actions as the Grantor deems appropriate under the circumstances to protect such Trademark, including, suing for infringement or misappropriation and for an injunction against such infringement or

misappropriation. Any expense in connection with such activities will be borne by the Grantor.

(i) The Grantor shall not (i) sell, assign (by operation of Law or otherwise) or otherwise dispose of or grant any option with respect to any Trademark Collateral except to an affiliate with prompt written notice thereof to the Lender or as otherwise permitted by the Credit Agreement, or (ii) create or suffer to exist any lien upon or with respect to any Trademark Collateral except for the pledge and security interest created by this Agreement or otherwise permitted by the Credit Agreement.

[Signatures Follow on Next Page]

Assignor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

TISHKOFF ENTERPRISES, LLC
dba DREW SHOE

By: 

Name: Dennis B. Tishkoff

Title: Chairman

Acknowledged:

KEYBANK NATIONAL ASSOCIATION

By: _____

Name: Robert T. Brown

Title: Vice President

Signature Page to
Trademark Security Agreement

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REEL: 005453 FRAME: 0841

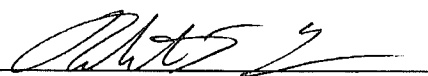
Assignor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

TISHKOFF ENTERPRISES, LLC
dba DREW SHOE

By: _____
Name: Dennis B. Tishkoff
Title: Chairman

Acknowledged:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Robert T. Brown
Title: Vice President

Signature Page to
Trademark Security Agreement

TRADEMARK
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SCHEDULE 1

TRADEMARK COLLATERAL

Trademark Registrations:

Mark	Owner	Reg. No.	Reg. Date	Country
Grip Lock	Grantor	3110299	06/27/2006	United States
Standing Comfort	Grantor	3077702	04/04/2006	United States
Standing Comfort	Grantor	3071693	3/21/2006	United States
Plus Fitting System	Grantor	2674576	01/14/2003	United States
Footsaver	Grantor	2654166	11/26/2002	United States
There's a Drew That's Fit for You	Grantor	2621141	09/17/2002	United States
Drew	Grantor	2634949	07/23/2002	United States
Barefoot Freedom	Grantor	2594366	07/16/2002	United States
Drew	Grantor	2624734	09/24/2002	United States
Foot Friends	Grantor	1431217	03/03/1987	United States
Barefoot Freedom	Grantor	1457529	09/15/1987	United States
Barefoot Freedom	Grantor	1110671	04/27/2006	Australia
Foot Saver	Grantor	1110669	04/27/2006	Australia
Standing Comfort	Grantor	1110670	04/27/2006	Australia
Drew	Grantor	1110652	04/27/2006	Australia
Barefoot Freedom	Grantor	TMA423833	02/25/1994	Canada
Foot Saver	Grantor	TMA326113	04/10/1987	Canada
Standing Comfort	Grantor	TMA709336	03/12/2008	Canada
Ros Hommerson	Grantor	1779715	06/29/1993	United States
Ros Hommerson	Grantor	TMA463511	09/20/1996	Canada
Drew Fit. Comfort. Style.	Grantor	4022773	09/06/2011	United States
When It Comes To Your Footwear Size Does Matter	Grantor	3710030	11/10/2009	United States
Feather Design Only	Grantor	3528350	11/04/2008	United States

Trademark Applications:

None