

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trend Design Shoe Fashion B.V. f/k/a New Trend Design B.V.		02/06/2015	Private Company with Limited Liability: NETHERLANDS
RECEIVING PARTY DATA			
Name:	U.S. Bank Trustees Limited		
Street Address:	125 Old Broad Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N IAR		
Entity Type:	Security Agent: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2613869	BULLBOXER	
CORRESPONDENCE DATA			
Fax Number:	5184520822		
<i>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.</i>			
Phone:	5184521873		
Email:	accessin@sprynet.com		
Correspondent Name:	J Lee		
Address Line 1:	100 State Street, Suite 800		
Address Line 4:	ALBANY, NEW YORK 12207		
NAME OF SUBMITTER:	Lambertus Johannes Fraciscus van Helvoir		
SIGNATURE:	/L.V. Helvoirt/		
DATE SIGNED:	02/12/2015		
Total Attachments: 4			
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OP \$40.00 2613869

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 6, 2015, made by Trend Design Shoe Fashion B.V. (f/k/a New Trend Design B.V.), a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of The Netherlands (the "Grantor"), in favor of U.S. Bank Trustees Limited, as security agent for the Secured Parties (the "Security Agent").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of the date hereof (the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), among the grantors party thereto and the Security Agent, the Grantor is required to execute and deliver this Agreement.

Accordingly, the Grantor and the Security Agent agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent a continuing security interest in all of such Grantor's right, title and interest in, to and under the following property, wherever located, and whether now owned by the Grantor or hereafter acquired and whether now existing or hereafter coming into existence (collectively, the "Collateral"):

(a) each Trademark, including, without limitation, each registered and applied for United States Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule A hereto; and

(b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any United States Trademark identified in Schedule A hereto).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Agreement secures the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the 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. 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.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Agreement by signing any such counterpart.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured Parties in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

[Signature pages follow.]

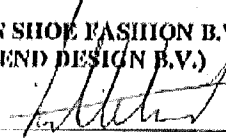
IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first above written.

TREND DESIGN SHOE FASHION B.V.
(FIKIA NEW TREND DESIGN B.V.)

By: _____

Name:

Title:


L. v. HELVDIRT

DIRECTOR

[Signature Page -- Trademark Security Agreement]

Schedule A

List of Trade Names, Trademarks, Service Marks, Internet Domain Names, Trademark and Service Mark Registrations and Applications For Trademark And Service Mark Registrations

Grantor	Mark	Reg. No. or Appln. No.	Registration Date
Trend Design Shoe Fashion B.V. (f/k/a New Trend Design B.V.)	Bullboxer	2613869	September 3, 2002

Internet Domain Names

Grantor	Internet Domain Name
Trend Design Shoe Fashion B.V. (f/k/a New Trend Design B.V.)	Bullboxer.com