

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336948

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Walking Cradle Company, LLC | | 03/27/2015 | LIMITED LIABILITY COMPANY: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | Enterprise Bank & Trust | | |
| Street Address: | 150 North Meramec Avenue | | |
| City: | Clayton | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63105 | | |
| Entity Type: | a Missouri state chartered trust company: MISSOURI | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4342266 | MARK LEMP | |
| Registration Number: | 3325153 | ROSE PETALS | |
| Registration Number: | 2924828 | TALIA | |
| Registration Number: | 2685965 | WALKING CRADLES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3146673633 | | |
| <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: | 314.552.6000 | | |
| Email: | ipdocket@thompsoncoburn.com | | |
| Correspondent Name: | Shoko Naruo | | |
| Address Line 1: | One US Bank Plaza | | |
| Address Line 4: | St. Louis, MISSOURI 63101 | | |
| ATTORNEY DOCKET NUMBER: | 9865-142092 | | |
| NAME OF SUBMITTER: | Shoko Naruo | | |
| SIGNATURE: | /sn/ | | |
| DATE SIGNED: | 04/01/2015 | | |
| Total Attachments: 13 | | | |
| source=Patent_and_Trademark_Security_Agreement#page1.tif | | | |

CH \$115.00 4342266

source=Patent_and_Trademark_Security_Agreement#page2.tif
source=Patent_and_Trademark_Security_Agreement#page3.tif
source=Patent_and_Trademark_Security_Agreement#page4.tif
source=Patent_and_Trademark_Security_Agreement#page5.tif
source=Patent_and_Trademark_Security_Agreement#page6.tif
source=Patent_and_Trademark_Security_Agreement#page7.tif
source=Patent_and_Trademark_Security_Agreement#page8.tif
source=Patent_and_Trademark_Security_Agreement#page9.tif
source=Patent_and_Trademark_Security_Agreement#page10.tif
source=Patent_and_Trademark_Security_Agreement#page11.tif
source=Patent_and_Trademark_Security_Agreement#page12.tif
source=Patent_and_Trademark_Security_Agreement#page13.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of March 27, 2015, by THE WALKING CRADLE COMPANY, LLC, a Missouri limited liability company (the "Debtor"), in favor of ENTERPRISE BANK & TRUST, a Missouri state chartered trust company (the "Secured Party"), and has reference to the following facts and circumstances:

A. Debtor and Secured Party are herewith entering into that certain Loan Agreement dated as of the date hereof (as the same may from time to time be amended, modified, extended, renewed or restated, the "Loan Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement).

B. As a condition precedent to Secured Party entering into the Loan Agreement, Secured Party has required that Debtor execute and deliver this Agreement to Secured Party and in order to induce Secured Party to enter into the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Secured Party.

C. This Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by Debtor in favor of Secured Party, as the same may from time to time be amended, modified, extended, renewed or restated (the "Security Agreement"), pursuant to which Debtor has granted to Secured Party a security interest in and lien on, among other things, all accounts, inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by Debtor and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with Secured Party as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants Secured Party a security interest in and lien on all of Debtor's right, title and interest in, to and under the following, whether now owned or hereafter created, acquired and/or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C, D, E and F respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) and any royalties, rents and/or profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (a) any and all of the present and future Borrower's Obligations, (b) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of Debtor to Secured Party evidenced by or arising under or in respect of the Loan Agreement, this Agreement and/or any

other Loan Document, (c) any and all other indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of Debtor to Secured Party of every kind and character, now existing or hereafter arising, absolute or contingent, joint or several or joint and several, otherwise secured or unsecured, due or not due, direct or indirect, expressed or implied in law, contractual or tortious, liquidated or unliquidated, at law or in equity, or otherwise, and whether heretofore, now or hereafter incurred or given by Debtor as principal, surety, endorser, guarantor or otherwise, and whether created directly or acquired by Secured Party by assignment or otherwise and (d) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by Secured Party upon the occurrence of any Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing Secured Party in connection with any proceedings by, against or involving Debtor under any Debtor Relief Laws (hereinafter collectively referred to as the "Secured Obligations").

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to Secured Party, and covenants and agrees with Secured Party, that:

(a) to the best of Debtor's knowledge and based on intellectual property lien search results obtained prior to the date hereof, all of the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and none of the Patents or Trademarks are at this time the subject of any challenge to their validity or enforceability;

(b) to the best of Debtor's knowledge and based on intellectual property lien search results obtained prior to the date hereof, each of the Patents and Trademarks is valid and enforceable;

(c) to the best of Debtor's knowledge (i) no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) to the best of Debtor's knowledge and based on intellectual property lien search results obtained prior to the date hereof, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any and all Liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Debtor not to sue third persons (other than Liens in favor of Secured Party);

(e) Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(g) to the best of Debtor's knowledge and based on intellectual property lien search results obtained prior to the date hereof, Debtor has the exclusive, royalty-free right and license to use the Patents and Trademarks and agrees not to transfer any rights or interest in any of the Patents or Trademarks during the term of this Agreement; and

(h) Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents or Trademarks.

3. Inspection Rights; Product Quality. Debtor will permit inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents and/or Trademarks and inspection of the products and records relating thereto by Secured Party during normal business hours and at other reasonable times. Debtor will reimburse Secured Party upon demand for all costs and expenses incurred by Secured Party in connection with any such inspection conducted by Secured Party while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide Secured Party, upon Secured Party's reasonable request from time to time, with a certificate of an officer of Debtor certifying Debtor's compliance with the foregoing.

4. Further Assurances. Debtor hereby agrees that, until (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of Secured Party to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, Debtor under the Loan

Agreement, any other Loan Document or otherwise, (c) no letters of credit issued by Secured Party for the account of and/or upon the application of Debtor shall remain outstanding, (d) no Swap Contracts between Debtor and Secured Party shall remain in effect, (e) no Treasury Management Agreements between Debtor and Lender remain in effect, and (f) the Loan Agreement shall have expired or been terminated in accordance with its terms, it will not, without the prior written consent of Secured Party, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the Loan Agreement and Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Secured Party under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that Secured Party may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents and Trademarks or to enable Secured Party to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents and/or Trademarks. If Debtor (a) becomes aware of any existing Patents and/or Trademarks that are material to Debtor's business, of which Debtor has not previously informed Secured Party, (b) obtains rights to any new patentable inventions, Patents and/or Trademarks or (c) becomes entitled to the benefit of any Patents and/or Trademarks material to Debtor's business which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and Debtor shall give Secured Party prompt written notice thereof.

6. Modification by Secured Party. Debtor authorizes Secured Party to modify this Agreement by amending Schedules A, B, C and/or D to include any future patents and patent applications and/or any future trademarks, service marks, trademark or service mark registrations, trade names and/or trademark or service applications, covered by Paragraphs 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.

7. Use of Patents and Trademarks. So long as no Event of Default under the Loan Agreement has occurred and is continuing, Debtor may use the Patents and Trademarks in any lawful manner not inconsistent with this Agreement on and in connection with products sold by Debtor, for Debtor's own benefit and account and for none other.

8. Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code of any applicable jurisdiction and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived by Debtor, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents and/or Trademarks (together with the goodwill of Debtor associated therewith), or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and/or Trademarks all expenses (including, without limitation, all expenses for brokers' fees and reasonable attorneys' fees), shall apply the residue of such proceeds toward the payment of the Secured Obligations in such order and manner as Secured Party may elect. Notice of any sale or other disposition of any of the Patents and/or Trademarks shall be given to Debtor at least five (5) Business Days before the time of any intended public or private sale or other disposition of such Patents and/or Trademarks is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party or any holder of any of the Secured Obligations may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents and/or Trademarks sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released by Debtor to the maximum extent permitted by applicable Law. Debtor agrees that upon the occurrence and continuance of any Event of Default under the Loan Agreement, the use by Secured Party of the Patents and Trademarks shall be worldwide, and without any liability for royalties or other related charges from Secured Party to Debtor. If an Event of Default under the Loan Agreement shall occur and be continuing, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents and/or Trademarks, and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Agreement. All of Secured Party's rights and remedies with respect to the Patents and Trademarks, whether established hereby, by the Security Agreement or by any other agreement or by Law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of Secured Party to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, Debtor under the Loan Agreement,

any other Loan Document or otherwise, (c) no letters of credit issued by Secured Party for the account of and/or upon the application of Debtor shall remain outstanding, (d) no Swap Contracts between Debtor and Secured Party shall remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and Secured Party shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish Secured Party's security interest in the Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or Trademarks, shall be borne and paid by Debtor on demand by Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the Default Rate.

11. Preservation of Patents and Trademarks. Debtor shall have the duty to (a) file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) make application on unpatented but patentable inventions and on trademarks and service marks that Debtor determines to be material to the its business and (c) preserve and maintain all rights in the Patents and Trademarks, in each case as is commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.

12. Secured Party Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Debtor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents and/or Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents and/or Trademarks to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and/or Trademarks to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and Secured Party, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement and any such assignment, transfer or delegation without the prior written consent of Secured Party shall be null and void.

17. Notices. Except as otherwise specified in this Agreement, any notice, request, demand, consent or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, if to Debtor to the address or facsimile number of Debtor listed on the signature page(s) of this Agreement, or if to Secured Party at 150 N. Meramec Avenue, Clayton, Missouri 63105, Attention: Commercial Finance, Facsimile No.: (314) 810-1038, or at such other address or facsimile number as either party may from time to time designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile (with answerback confirmation received), on the first Business Day after the day on which sent, if sent by recognized overnight courier or on the fifth Business Day after the day on which mailed, if sent by registered or certified mail.

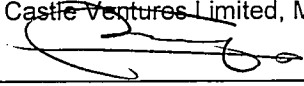
18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

This Agreement executed by Debtor in favor of Secured Party on 3/27, 2015.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE-
PATENT AND TRADEMARK SECURITY AGREEMENT- March 27, 2015

THE WALKING CRADLE COMPANY, LLC
By Rainbow Castle Ventures Limited, Member

By: 
Name: Lam Chun Man a/k/a Michael Lam
Title: Authorized Representative

Address:

B1 .G/F., 153-155 KI LUNG ST.,
SHAAN SHAN DO, KOWLOON, HONG KONG
Attention: LAM CHUN MAN
Facsimile No.: (852) 2983211

Agreed to and accepted by Secured Party as of March __, 2015:

Secured Party:

ENTERPRISE BANK & TRUST

By: _____
Name: James P. Hynes
Title: Senior Vice President

SIGNATURE PAGE-
PATENT AND TRADEMARK SECURITY AGREEMENT- March 27 2015

THE WALKING CRADLE COMPANY, LLC
By Rainbow Castle Ventures Limited, Member

By: _____
Name: Lam Chun Man a/k/a Michael Lam
Title: Authorized Representative


Address:

Attention: _____
Facsimile No.: (____) _____

Agreed to and accepted by Secured Party as of March 27, 2015:

Secured Party:

ENTERPRISE BANK & TRUST

By:  _____
Name: James P. Hynes
Title: Senior Vice President

SCHEDULE A

United States Patents

None

SCHEDULE B

United States Patent Applications

None

SCHEDULE C

United States Trademarks

| <u>Trademark No.</u> | <u>Mark</u> | <u>Date Issued</u> | <u>Description</u> |
|----------------------|-----------------|--------------------|--------------------|
| 4342266 | MARK LEMP | 28-May-2013 | FOOTWEAR |
| 3325153 | ROSE PETALS | 30-Oct-2007 | FOOTWEAR |
| 2924828 | TALIA | 08-Feb-2005 | FOOTWEAR |
| 2685965 | WALKING CRADLES | 11-Feb-2003 | SHOES |

SCHEDULE D

United States Trademark Applications

None

SCHEDULE E

Foreign Trademarks

| <u>Country</u> | <u>Trademark No.</u> | <u>Mark</u> | <u>Date Issued</u> | <u>Description</u> |
|-----------------------|----------------------|--------------------|--------------------|---|
| Canada | 889085 | MARK LEMP | 31-Oct-2014 | FOOTWEAR, NAMELY WOMEN'S SHOES, SANDALS AND BOOTS |
| European Community | 11459005 | MARK LEMP | 09-May-2013 | FOOTWEAR |
| European Community | 11459088 | ROSE PETALS | 09-May-2013 | FOOTWEAR |
| Canada | 888613 | WALKING CRADLES | 23-Oct-2014 | FOOTWEAR, NAMELY WOMEN'S SHOES, SANDALS AND BOOTS |
| European Community | 11459021 | WALKING CRADLES | 09-May-2013 | FOOTWEAR |

SCHEDULE F

Foreign Trademark Applications

| <u>Country</u> | <u>Application No.</u> | <u>Mark</u> | <u>Date Filed</u> | <u>Mark</u> |
|------------------------------|------------------------|-------------|-------------------|---|
| China (People's Republic) | 12030774 | MARK LEMP | 11-Jan-2013 | FOOTWEAR |
| Canada | 1608840 | ROSE PETALS | 07-Jan-2013 | FOOTWEAR, NAMELY WOMEN'S SHOES, SANDALS & BOOTS |