

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Onlineshoes.com Inc.		03/31/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	40 King Street West, 25th Floor, Suite 2500		
Internal Address:	MAC N2689-250		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5H 3Y2		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4010263	ACTIVE IS AN ATTITUDE	
Registration Number:	2331823	ALL THE SHOES, ALL THE SIZES, ALL THE TI	
Registration Number:	3691675	FITWIZ	
Registration Number:	4254310	OLS	
Registration Number:	4263330	ONLINESHOES	
Registration Number:	4263331	ONLINESHOES	
Registration Number:	3048611	ONLINESHOES.COM	
Registration Number:	3800710	ONLINESHOES.COM	
Registration Number:	4240637	SOLELY OBSESSED WITH YOUR COMFORT AND ST	
Registration Number:	2936161	THE SHOE ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
<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:	503.778.2031		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Renee Peck		
Address Line 1:	601 SW Second Avenue		

OP \$265.00 4010263

Address Line 2: Suite 2100
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER: 122084.17

NAME OF SUBMITTER: Renee B. Peck

SIGNATURE: /Renee B. Peck/

DATE SIGNED: 04/06/2015

Total Attachments: 13

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of March 31, 2015, is made by and between Onlineshoes.com Inc., a Washington corporation (f/k/a Gerler and Son, Inc.), having a business location at the address set forth below next to its signature (the "Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company, Shoes.com, Inc. (jointly and severally with Company, "Borrower"), Shoes.com Holdings (USA) Inc. (f/k/a A12345 Holdings, Inc.), 1006903 B.C. Ltd. and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Borrower.

B. As a condition to extending credit to or for the account of Borrower, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Domain Names" means all of Company's right, title and interest in and to the domain name "Shoes.com" and all rights relating thereto and licenses thereof.

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all

as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. **Security Interest.** Company hereby irrevocably pledges and assigns to, and grants Wells Fargo (for itself as Lender and for each Bank Product Provider) a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents, Domain Names, and Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements.** Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Domain Name, Patent, and Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens and those Liens subordinated in the Subordination, Postponement and Standstill Agreement to which Borrower and Wells Fargo are parties. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens and those Liens subordinated in the Subordination, Postponement and Standstill Agreement to which Borrower and Wells Fargo are parties, and (ii) will keep all Domain Names, Patents, and Trademarks free and clear of all Liens except Permitted Liens and those Liens subordinated in the Subordination, Postponement and Standstill Agreement to which Borrower and Wells Fargo are parties.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Domain Names, Patents, or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Domain Names, Patents, and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Domain Names, Patents, and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Domain Name, Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Domain Names, Patents, or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Domain Name, Patent, or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Domain Names, Patents, or Trademarks or to grant or issue any exclusive or non-exclusive license under the Domain Names, Patents, or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Domain Names, Patents, or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Company's Use of the Domain Names, Patents and Trademarks.** Company shall be permitted to control and manage the Domain Names, Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Domain Names, Patents and Trademarks.

(c) Wells Fargo may enforce the Domain Names, Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Domain Names, Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Domain Names, Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Washington without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in

any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.


ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Onlineshoes.com Inc.
1730 Minor Avenue, Suite 700
Seattle, WA 98101
Attn: Nick Bozikis
Email: nick@hardycapital.com

ONLINESHOES.COM INC.

By 
Name: Nicholas Bozikis
Title: Chief Financial Officer

Wells Fargo Bank, National Association
MAC N2689-250
40 King Street West
25th Floor, Suite 2500
Toronto, ON, CAN
M5H 3Y2
Attn: Gerler Relationship Manager
Email: kevin.freer@wellsfargo.com

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____
Name: Roger Pfiffner
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

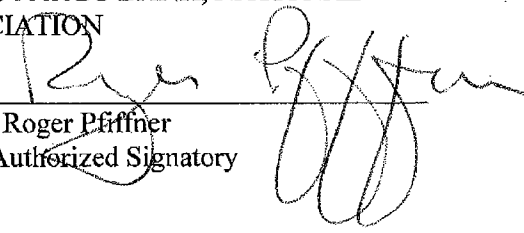
Onlineshoes.com Inc.
1730 Minor Avenue, Suite 700
Seattle, WA 98101
Attn: Nick Bozikis
Email: nick@hardycapital.com

ONLINESHOES.COM INC

By _____
Name: Nicholas Bozikis
Title: Chief Financial Officer

Wells Fargo Bank, National Association
MAC N2689-250
40 King Street West
25th Floor, Suite 2500
Toronto, ON, CAN
M5H 3Y2
Attn: Gerler Relationship Manager
Email: kevin.freer@wellsfargo.com

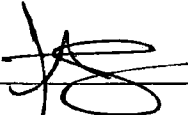
WELLS FARGO BANK, NATIONAL
ASSOCIATION

By 
Name: Roger Pfiffner
Title: Authorized Signatory

~~Province~~
STATE OF British Columbia
) ss.
COUNTY OF Canada)

I certify that I know or have satisfactory evidence that Nicholas Bozikis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he authorized to execute the instrument and acknowledged it as the Chief Financial Officer of ONLINESHOES.COM INC. to be his free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: 3/18/2015



Print Name: Jesse Ahuja
NOTARY PUBLIC for the State of Province of British Columbia
residing at 650-668 Howe St., Vancouver, British Columbia
My appointment expires: N/A

STATE OF Minnesota
) ss.
COUNTY OF Newberg

I certify that I know or have satisfactory evidence that Roger Pfiffner is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he authorized to execute the instrument and acknowledged it as the Authorized Signatory of WELLS FARGO BANK, NATIONAL ASSOCIATION to be his free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: March 30, 2015

Kathleen S. Guzy-Mannin

Print Name: Kathleen S. Guzy-Mannin
NOTARY PUBLIC for the State of Minnesota
residing at Elk River, Minnesota
My appointment expires: Jan. 31, 2016

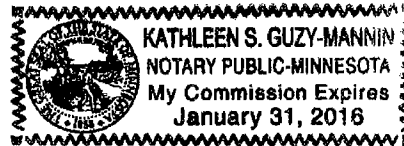


EXHIBIT A
UNITED STATES ISSUED PATENTS

None.




EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Country	Mark	Application/ Registration No.	Application/ Registration Date
United States	ACTIVE IS AN ATTITUDE	4,010,263	August 9, 2011
United States	ALL THE SHOES, ALL THE SIZES, ALL THE TIME	2,331,823	March 21, 2000 Renewed: November 23, 2009
United States	FITWIZ	3,691,675	October 6, 2009
United States	OLS	4,254,310	December 4, 2012
Canada	ONLINESHOES	1618437	March 15, 2013 Office Action Issued: November 20, 2014
United States	ONLINESHOES	4,263,330	December 25, 2012
Canada	ONLINESHOES (STYLIZED) <i>OnlineShoes</i>	1618438	March 15, 2013 Office Action Issued: November 20, 2013
United States	ONLINESHOES (STYLIZED) <i>OnlineShoes</i>	4,263,331	December 25, 2012
United States	ONLINESHOES.COM	3,048,611	January 24, 2006
Washington	ONLINESHOES.COM	50756	April 18, 2006 Renewed: April 18, 2011

Australia	ONLINESHOES.COM AND DESIGN	1320477	April 29, 2010
Community Trademark	ONLINESHOES.COM AND DESIGN	8547291	March 16, 2010
India	ONLINESHOES.COM AND DESIGN	1862488	September 14, 2009
Japan	ONLINESHOES.COM AND DESIGN 	5326923	June 4, 2010
New Zealand	ONLINESHOES.COM AND DESIGN 	812665	March 30, 2009
United States	ONLINESHOES.COM AND DESIGN 	3,800,710	June 8, 2010
United States	SOLELY OBSESSED WITH YOUR COMFORT AND STYLE	4,240,637	November 31, 2012
United States	THE SHOE ADVANTAGE	2,936,161	March 29, 2005