

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hickies, Inc.		02/26/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TCJ I, LLC		
Street Address:	82 Nassau St., Suite 428		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5013027	LIFE WITHOUT LACES	
Registration Number:	5008264	HICKIES	
Serial Number:	86901843		
Serial Number:	86901151		
Serial Number:	86859217	LOVE YOUR KICKS	
Registration Number:	4869701	LOVE YOUR KICKS	
Registration Number:	4743715	LACES OUT HICKIES IN	
Registration Number:	4882758	K HICKIES	
Registration Number:	4774351	HICKIES ELEMENTS	
Registration Number:	4757170	PUNGAS	
Registration Number:	4200125	HICKIES	
Registration Number:	4664056	DOOHICKIES	
CORRESPONDENCE DATA			
Fax Number:	3109145837		
<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:	212-790-4510		
Email:	GDelcoure@manatt.com		
Correspondent Name:	Brian Korn c/o Manatt, Phelps & Phillips		
Address Line 1:	7Times Square		
TRADEMARK			

CH \$315.00 5013027

Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	49131-032
NAME OF SUBMITTER:	Gayle K Delcoure, IP/Trademark Paralegal
SIGNATURE:	/G. Delcoure/
DATE SIGNED:	10/31/2016
Total Attachments: 15 source=Hickies - TCJ Commercial Security Agreement#page1.tif source=Hickies - TCJ Commercial Security Agreement#page2.tif source=Hickies - TCJ Commercial Security Agreement#page3.tif source=Hickies - TCJ Commercial Security Agreement#page4.tif source=Hickies - TCJ Commercial Security Agreement#page5.tif source=Hickies - TCJ Commercial Security Agreement#page6.tif source=Hickies - TCJ Commercial Security Agreement#page7.tif source=Hickies - TCJ Commercial Security Agreement#page8.tif source=Hickies - TCJ Commercial Security Agreement#page9.tif source=Hickies - TCJ Commercial Security Agreement#page10.tif source=Hickies - TCJ Commercial Security Agreement#page11.tif source=Hickies - TCJ Commercial Security Agreement#page12.tif source=Hickies - TCJ Commercial Security Agreement#page13.tif source=Hickies - TCJ Commercial Security Agreement#page14.tif source=Hickies - TCJ Commercial Security Agreement#page15.tif	

TCJ I, LLC

82 NASSAU STREET, #428
NEW YORK, NY 10038
michael@thecreditjunction.com

COMMERCIAL SECURITY AGREEMENT

This Commercial Security Agreement (this "Security Agreement") is made this 26 day of February, 2016, by and among (i) Hickies, Inc., a Delaware corporation with its principal place of business located at 240 Kent Avenue, Third Floor, Office B12, Brooklyn, NY 11249, Hickies Corp., a British Virgin Islands company with its principal place of business located at 240 Kent Ave., 3rd Floor, B12, Brooklyn, NY 11249, Hickies Trading Ltd, a Cyprus limited liability company with its principal place of business located at Diomidous, 10, Alphamega-Akropolis Building, 3rd Floor, Office 401, 2024, Nicosia, Cyprus, and Hickies Europe, S.A., a Swiss Corporation with its principal place of business located at SchelPart AG, Baarerstrasse 53, 6304 Zug, Switzerland (individually, inter-changeably or collectively, "Grantor"), and (ii) TCJ I, LLC, a Delaware limited liability company ("Lender"). This Security Agreement is executed in connection with that certain Master Business Loan Agreement (as it may be amended, restated, modified or supplemented from time to time, the "Agreement") entered into as of the date hereof, by and among Grantor and Lender and any Notes and other Related Documents executed in connection therewith, and is intended to be incorporated into and read together with those agreements to establish the secured lending relationship between Borrower and Lender. Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Agreement. Further, unless otherwise defined in this Security Agreement or in the Agreement, terms defined in Article 8 or 9 of the UCC (as defined below) are used in this Security Agreement as such terms are defined in such Article 8 or 9. "UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York, provided that, if perfection or the effect of perfection or non-perfection or the priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

1. **Grant of Security Interest.** For valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor (a) grants to Lender a first priority security interest in the Collateral (as defined below) to secure payment of all Indebtedness (as defined below) from Lender to Grantor and performance of all other obligations under the Agreement, this Security Agreement and the other Related Documents (provided, however, that Peter Mahrer's security interest in the Mahrer Collateral shall be senior to Lender's security interest in the Mahrer Collateral); and (b) agrees that Lender shall have the rights stated in this Security Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law. "Indebtedness" means, collectively, all Loans, advances, debts, expense reimbursement, fees, liabilities, and obligations (whether or not such amounts are then required or contingent, or are liquidated or determinable) at any time owing by any Borrower to Lender, of any kind or nature, present or future, whether or not evidenced by any note, agreement or other instrument, whether arising under any of the Related Documents or under any other agreement between any Borrower

and Lender, including, without limitation, all principal, interest (including interest accruing at the then applicable rate provided in the Note after the Maturity Date and interest accruing at the then applicable rate provided in Note after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), fees, charges, expenses, attorneys' fees and any other sum chargeable to any Borrower under any of the Related Documents, and all principal and interest due in respect of the Loans. Without limitation, "Indebtedness" shall include all amounts that may be indirectly secured by cross-collateralization in accordance with Section 3 of this Security Agreement.

2. **Collateral.** The word "Collateral" as used in this Security Agreement means all of Grantor's present and future right, title and interest in and to all of the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest:

a. All trade fixtures and personal property of every kind and nature, including all accounts (including but not limited to all receivables), goods (including inventory and equipment), documents (including, if applicable, electronic documents), instruments, promissory notes, all chattel paper (whether tangible or electronic), letter-of-credit rights, letters of credit, securities and all other investment property, general intangibles (including but not limited to all software and all payment intangibles), money, deposit accounts, motor vehicles, commercial tort claims described on Schedule A hereto (as it may be updated from time to time), other rights to payment and performance, contract rights or rights to the payment of money and other obligations of any kind.

b. In addition, the word "Collateral" also includes all of Grantor's present and future right, title and interest in and to all of the following proceeds, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(1) All accessions, attachments, accessories, fittings, increases, tools, parts, repairs, supplies, replacements of, additions to and commingled goods related to any of the property described in this Section 2, whether added now or later;

(2) All additions, replacements of and substitutions for all or any part of the property described in this Section 2, whether added now or later;

(3) All products and produce of any of the property described in this Section 2;

(4) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Section 2;

(5) All good will relating to the property described in this Section 2;

(6) All proceeds (including insurance proceeds) from the sale, destruction, loss or other disposition of any of the property described in this Section 2.

and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process;

(7) All records and data and embedded software relating to any of the property described in this Section 2, in any medium whatever, together with all of Grantor's right, title, and interest in and to all equipment, inventory and computer software required to utilize, create, maintain, and process any such records or data on electronic media;

(8) All supporting obligations relating to the property described in this Section 2, whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the property described in this Section 2; and

(9) All products and proceeds (including but not limited to all insurance payments) of or relating to the property described in this Section 2.

3. Cross-Collateralization.

a. This Security Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Agreement or the Related Documents, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

b. Until terminated pursuant to the terms of the Agreement or this Security Agreement, this Security Agreement is continuing in nature and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

4. Grantor's Representations and Warranties. Grantor represents and warrants to Lender as follows:

a. Name; Organization of Borrower. (i) Grantor's exact legal name is that indicated on the signature page hereof; (ii) Grantor is an organization of the type, and is organized in the jurisdiction, set forth herein; and (iii) Grantor's place of business (or, if more than one, its chief executive office) and its mailing address have been correctly provided to Lender.

b. Nature of the Collateral. The Collateral consisting of securities have been duly authorized and validly issued, and are fully paid and non-assessable and subject to no options to purchase or similar rights. None of the account debtors or other persons obligated on any of the Collateral is a governmental authority covered by the Federal Assignment of Claims

Act or like Federal, state or local statute or rule in respect of such Collateral. Grantor has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of Federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of Hazardous Substances (as defined below).

c. Property. Except (i) as contemplated by the Agreement or the Related Documents, (ii) as approved by Lender following disclosure in Grantor's financial statements or in writing to Lender and (iii) for property tax liens for taxes not presently due and payable, Grantor owns and has good title to all Collateral free and clear of all security interests, and has not executed any security documents or financing statements relating to any Collateral. All Collateral is titled in Grantor's legal name, and Grantor has not used or filed a financing statement under any other name in the last five (5) years.

d. Lien Priority. Unless otherwise provided for in the Agreement or this Security Agreement or previously agreed to by Lender in writing, Grantor has not entered into or granted, and will not enter into or grant, any security agreements in respect of any Collateral or permitted or permit the filing or attachment of any security interests on or affecting any Collateral that would be prior or that may in any way be superior to Lender's security interests and rights in and to such Collateral.

e. Perfection and Authority. Unless otherwise provided for in the Agreement or this Security Agreement or previously agreed to by Lender in writing, the pledge of the Collateral pursuant to this Security Agreement creates a valid and perfected first priority security interest in the Collateral, securing the payment and performance when due of the Indebtedness and obligations under the Agreement and Related Documents. Grantor has full power, authority and legal right to pledge the Collateral pursuant to this Security Agreement.

f. Control. Grantor has taken all action required on its part for control (as defined in sections 8-106, 9-104, 9-105, 9-106 and 9-107 of the UCC, as applicable) to have been obtained by Lender over all Collateral with respect to which such control may be obtained pursuant to the UCC. No person other than Lender has control or possession of all or any part of the Collateral.

g. Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper or general intangibles, the Collateral is enforceable in accordance with its terms, is genuine and fully complies with all Laws concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor.

h. Hazardous Substances. The Collateral never has been, and never will be so long as this Security Agreement remains a lien on the Collateral, used in violation, in any

material respect, of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance (as defined below). The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

5. **Grantor's Covenants.** Grantor covenants and agrees with Lender that, so long as this Agreement remains in effect:

a. Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's first priority security interest in the Collateral, unless otherwise provided for in the Agreement or this Security Agreement or previously agreed to by Lender in writing. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

b. Notices to Lender. Grantor will notify Lender at least thirty (30) days prior to any (i) change in the management of the Borrower; (ii) change in the authorized signer(s); or (iii) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization or residence, as applicable will take effect until after Lender has received notice.

c. Accounts. So long as this Security Agreement remains in effect, Grantor shall not, except in the ordinary course of Grantor's business, without Lender's prior written consent, compromise, settle, adjust or extend payment under or with regard to any such accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

d. Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other existing and future locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender, in form reasonably satisfactory to Lender, a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (i) all real property Grantor owns or is purchasing; (ii) all real property Grantor is renting or leasing; (iii) all storage facilities Grantor owns, rents, leases or uses; and (iv) all other properties where Collateral is or may be located.

e. Removal of the Collateral. Except in the ordinary course of Grantor's business, including, without limitation, the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed (but which, for the avoidance of doubt, may be withheld, conditioned or delayed for reasons related to Lender's security interest in the Collateral, in Lender's sole discretion). To the extent that the Collateral consists of motor vehicles or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the jurisdictions where the Grantor's business is located, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

f. Transactions Involving Collateral. Except as otherwise provided for in this Security Agreement, Grantor shall not sell, offer to sell or otherwise transfer or dispose of any Collateral. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance or charge, other than the security interest provided for in this Security Agreement and Permitted Liens, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Security Agreement. Unless waived by Lender, all proceeds from any Collateral sold, transferred or disposed of in contravention of the Agreement or this Security Agreement shall be held in trust for Lender and shall not be commingled with any other funds; provided, however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender. Lender may elect to retain a sufficient amount of the proceeds to pay all of the Obligations and shall pay the balance, if any, of any amounts not so retained by Lender to Borrower.

g. Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral (other than any Collateral no longer used or useful in the business) in good order, repair and condition at all times while this Security Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with, the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

h. Inspection and Marking of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located upon twenty-four (24) hours prior written notice to Grantor. Lender shall have the right to mark or affix markings to any item of Collateral that evidence Lender's security interest in such Collateral in accordance with regular lending practices.

i. Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Security Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon the Agreement or any of the other Related Documents, provided that Grantor shall be entitled to apply for any applicable extensions for payment of any such tax as available in the applicable tax jurisdiction. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest this obligation to pay and so long as

Lender's interest in the Collateral is not (in Lender's sole opinion) jeopardized. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest, Grantor shall defend itself and Lender shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

j. Compliance with Governmental Requirements. Grantor shall comply with all Laws applicable to the ownership, production, disposition or use of the Collateral. Grantor may contest in good faith any such Law and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

k. Environmental Indemnity. Grantor hereby (i) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (ii) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Security Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Security Agreement for a period of five (5) years.

l. Maintenance of Casualty Insurance. Grantor shall procure and maintain "all risks" insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form and substance satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable endorsements as Lender may require and such other endorsements as Lender may reasonably require. If Grantor at any time fails to obtain or maintain any insurance as required under this Security Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including, in Lender's sole discretion, "single interest insurance," which will cover only Lender's interest in the Collateral.

m. Application of Insurance Proceeds. Grantor shall notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance,

within five (5) days of Grantor becoming aware of such casualty, loss or damage. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been applied to the repair or restoration of the Collateral within six (6) months after their receipt shall be used to prepay the Indebtedness, provided that if such prepayment would result in a prepayment penalty, such prepayment penalty shall be waived.

n. Insurance Reserves. In the event that Borrower fails to pay insurance premiums on insurance policies required to be maintained by Borrower under the Agreement, Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

o. Insurance Reports. Grantor shall, upon request of Lender, furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request, including the following: (i) the name of the insurer; (ii) the risks insured; (iii) the amount of the policy; (iv) the property insured; (v) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (vi) the expiration date of the policy. In addition, Grantor shall upon request by Lender have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

p. Financing Statements and Other Recordations. Grantor authorizes Lender to file UCC financing statements or any other form, document or notice, or a copy of this Security Agreement, to perfect Lender's security interest in any Collateral. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Collateral. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor, to execute documents necessary to transfer title upon the occurrence of an Event of Default.

q. Commercial Tort Claims. If Grantor shall at any time hold or acquire a commercial tort claim, Grantor shall (i) notify Lender in a writing signed by Grantor within five

(5) days of such hold or acquisition of the particulars thereof and grant to Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance satisfactory to Lender and (ii) deliver to Lender an updated Schedule A.

r. Additional Assurances. Grantor shall make, execute and deliver to Lender such Related Documents as Lender may reasonably request to evidence and secure the Loans, to perfect all security interests in the Collateral and to protect Lender's interests in the Loans and the Collateral.

6. **Grantor's Right to Possession and to Collect Accounts.** Unless an Event of Default has occurred and is continuing hereunder, and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral (other than monies on deposit in the Cash Collateral Account and the Restricted Account) and may use it in any lawful manner not inconsistent with the Agreement, this Security Agreement or the other Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time after the occurrence of an Event of Default, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

7. **Lender's Expenditures.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of the Agreement, this Security Agreement or any other Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under the Agreement, this Security Agreement or any other Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (a) be payable on demand; (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy; or (ii) the remaining term of the Note; or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Security Agreement also

will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon an Event of Default.

8. Rights and Remedies upon Default. If an Event of Default occurs and is continuing, Lender shall have all the rights of a secured party under the UCC and New York law. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

a. Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty that Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

b. Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Security Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

c. Sell the Collateral. Lender shall have full power to sell, lease, transfer or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Security Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

d. Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

e. Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income and revenues from the Collateral. Lender may

at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper (including, without limitation, RISC's), choses in action or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender. Without limiting the generality of the foregoing, Lender may at any time from and after the occurrence of an Event of Default offset against all monies on deposit in the Cash Collateral Account and the Restricted Account and apply the same to the Indebtedness then outstanding, without notice to Grantor of any kind or nature.

f. Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Security Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection (f) is a sale of accounts or chattel paper.

g. Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the UCC and other New York law, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

h. Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Security Agreement, the Agreement or the other Related Documents or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Security Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

9. **Miscellaneous Provisions.** The following miscellaneous provisions shall apply to this Security Agreement:

a. Incorporation by Reference. The provisions of Section 10 of the Agreement are incorporated herein by reference, *mutatis mutandis*.

b. Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact, with full authority in the place and stead of Grantor, to take any action or execute any documents or instruments which Lender deems necessary to perfect, amend or to continue any security interest granted in this Security Agreement, to demand termination of filings of other secured parties or to accomplish the purposes of this Security

Agreement; provided, however, that Lender shall not be obligated, and shall have no liability, to Grantor or any third party for failure to do so or take action. Lender may at any time (with prior or concurrent notice to Grantor, but without further authorization from Grantor) file a photocopy or other electronic reproduction of any document or of this Security Agreement for any purpose connected with this Security Agreement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

c. Multiple Grantors. When there is more than one Grantor named herein or when this Guaranty is executed by more than one Grantor, then the word "Grantor" shall mean all and any one or more of them, and their respective successors and assigns, including debtors-in-possession and bankruptcy trustees; words used herein in the singular shall be considered to have been used in the plural where the context and construction so requires in order to refer to more than one Grantor.

d. Joint and Several. If more than one Grantor signs this Security Agreement, the obligations of each under this Security Agreement are joint and several, and independent of the Obligations and of the obligations of any other person or entity. A separate action or actions may be brought and prosecuted against any one or more Grantors, whether action is brought against Grantor or other guarantors of the Obligations, and whether Grantor or others are joined in any such action.

[SIGNATURE PAGE FOLLOWS]

Wherefore, Grantor and Lender have caused this Security Agreement to be duly executed as of the date first above written.

GRANTOR

HICKIES, INC.

By: _____ DocuSigned by:
Gaston Frydlewski
0368E53D24FE4C4...
Printed Name: Gaston Frydlewski
Title: Chief Executive Officer

HICKIES CORP

By: _____ DocuSigned by:
Gaston Frydlewski
0368E53D24FE4C4...
Printed Name: Gaston Frydlewski
Title: Chief Executive Officer

HICKIES TRADING LTD

By: _____ DocuSigned by:
Gaston Frydlewski
0368E53D24FE4C4...
Printed Name: Gaston Frydlewski
Title: Chief Executive Officer

HICKIES EUROPE S A

By: _____ DocuSigned by:
Gaston Frydlewski
0368E53D24FE4C4...
Printed Name: Gaston Frydlewski
Title: Chief Executive Officer

LENDER

TCJ I, LLC

By: _____ DocuSigned by:
Michael Finkelstein
3C0B4573E7F441E...
Printed Name: Michael Finkelstein
Title: Chief Executive Officer

SCHEDULE A

COMMERCIAL TORT CLAIMS

SCHEDULE

Mark	Country	Serial No.	Application Filing Date	Registration No.	Registration Date
LIFE WITHOUT LACES	United States	86917177	February 23, 2016	5013027	August 2, 2016
HICKIES	United States	86978703	July 3, 2014	5008264	July 26, 2016
Fastener for Shoes Design	United States	86901843	February 9, 2016		
Shoelace Design	United States	86901151	February 8, 2016		
LOVE YOUR KICKS	United States	86859217	December 28, 2015		
LOVE YOUR KICKS	United States	86543394	February 23, 2015	4869701	December 15, 2015
LACES OUT HICKIES IN	United States	86452279	November 12, 2014	4743715	May 26, 2015
K HICKIES	United States	86425767	October 16, 2014	4882758	January 5, 2016
HICKIES ELEMENTS	United States	86420517	October 10, 2014	4774351	July 14, 2015
PUNGAS	United States	86231717	March 25, 2014	4757170	June 16, 2015
HICKIES	United States	85976869	June 7, 2010	4200125	August 28, 2012
DOOHICKIES	United States	85374023	July 18, 2011	4664056	December 30, 2014