

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409207

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Planet, Inc.		10/26/2016	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Earth, Inc.		
<b>Street Address:</b>	41 Seyon Street		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Waltham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02453		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3688427	PLANET	
<b>Registration Number:</b>	4468942	PLANET DOLLARS	
<b>Registration Number:</b>	2502759	PLANET SHOES	
<b>Registration Number:</b>	2520849	PLANETSHOES.COM	
<b>Registration Number:</b>	4193808	SHOEHUB.COM	
<b>Registration Number:</b>	4574795		
<b>Registration Number:</b>	4866642	PLANET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6176468646		
<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>			
<b>Phone:</b>	6176468000		
<b>Email:</b>	drwtrademarks@wolfgreenfield.com		
<b>Correspondent Name:</b>	Douglas R. Wolf		
<b>Address Line 1:</b>	600 Atlantic Avenue		
<b>Address Line 2:</b>	Wolf, Greenfield & Sacks, P.C.		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	E0354.40000US00		

OP \$190.00 3688427

<b>NAME OF SUBMITTER:</b>	Douglas R. Wolf
<b>SIGNATURE:</b>	/drw/
<b>DATE SIGNED:</b>	12/16/2016
<b>Total Attachments: 3</b> source=Trademark Security Agreement (00046848-2xBD167)#page1.tif source=Trademark Security Agreement (00046848-2xBD167)#page2.tif source=Trademark Security Agreement (00046848-2xBD167)#page3.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of the 26th day of October, 2016 by Planet, Inc. ("Grantor"), a Massachusetts Corporation, located at 41 Seyon Street, Suite 400, Waltham, Massachusetts 02453, in favor of Earth, Inc., a Massachusetts corporation, located at 41 Seyon Street, Suite 400, Waltham, Massachusetts 02453 (the "Creditor"), to secure obligations of Grantor to Creditor as provided below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

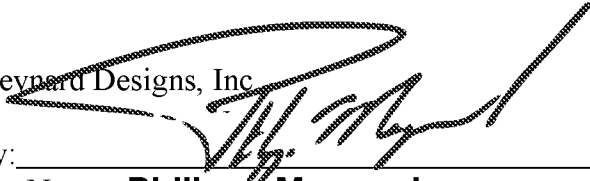
1. **Grant of Security Interest.** Grantor does hereby grant to the Creditor a continuing security interest in all of Grantor's right, title and interest in, to and under all of the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):


- (a) all of Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto and all extensions or renewals thereof;
- (b) all Trademark licenses and other agreements providing the Grantor with the right to use, or pursuant to which the Grantor provides the right to use, any of the items described in Section 1 (together, the "Trademark Licenses);
- (c) all of the goodwill of the business connected with the use of, and symbolized by any Trademark Collateral;
- (d) the right to sue third parties for past, present or future infringements of any Trademark Collateral; and
- (e) all products and proceeds of, and the rights associated with, the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark Collateral.

2. **Restrictions on Future Agreements.** The Grantor agrees that until all Obligations shall have been satisfied in full and the Security Agreement terminated, the Grantor will not, without the Creditor's prior written consent enter into any agreement including, without limitation, any license agreement, which is inconsistent with the Grantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Trademark Collateral or the benefits of this Agreement to the Creditor, and the Grantor further 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 materially adversely affect the validity or enforcement of the rights transferred to the Creditor under this Agreement.

3. **Creditor Not Liable.** The Creditor does not by virtue of this Agreement assume any obligations whatsoever in respect of the Trademark Collateral including, without limitation any obligation to renew registrations of or defend the validity, enforceability or distinctiveness of the Trademark Collateral.



**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto, all as of the date first set forth above.

Meynard Designs, Inc  
  
By: \_\_\_\_\_  
Name: **Philippe Meynard**  
Title: **President**

Earth, Inc.  
  
By: \_\_\_\_\_  
Name: **Philippe Meynard**  
Title: **President**

Schedule A

Registrations

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Issued</u>
United States	PLANET	3,688,427	9/29/2009
United States	PLANET DOLLARS	4,468,942	1/21/2014
Chile	PLANET SHOES	1201253	12/1/2005
China	PLANET SHOES	9199436	3/21/2012
United States	PLANET SHOES	2,502,759	10/30/2001
United States	PLANETSHOES.COM	2,520,849	12/18/2001
European Union	SHOEHUB.COM	8130577	11/14/2009
United States	SHOEHUB.COM	4,193,808	8/21/2012
China	TADI	9212185	1/7/2014
United States		4,574,795	7/29/2014
United States		4,866,642	12/8/2015

Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filed</u>
Canada	PLANET SHOES	1631638	6/18/2013
European Union	PLANET SHOES	7204084	9/1/2008