

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM410236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keuka Footwear, Inc.		12/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60526		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4735217	L	
Registration Number:	4657686	LILA LIVE. LOVE. LILA	
Registration Number:	4413711	KEUKA	
Registration Number:	4645576	LIVE.LOVE.LILA	
Registration Number:	3489214	SHOEGUARD	
Registration Number:	3186620	KEUKA PRO II	
Registration Number:	3175006	SUREGRIP	
Serial Number:	86408502	LILA	
CORRESPONDENCE DATA			
Fax Number:	80091442		
<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:	614-280-3568		
Email:	John.Salvage@wolterskluwer.com		
Correspondent Name:	CT Corporation System		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		

OP \$215.00 4735217

DATE SIGNED:	12/27/2016
Total Attachments: 6 source=57008745 Trademark#page1.tif source=57008745 Trademark#page2.tif source=57008745 Trademark#page3.tif source=57008745 Trademark#page4.tif source=57008745 Trademark#page5.tif source=57008745 Trademark#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of December 27, 2016, (this “**Agreement**”), among Keuka Footwear, Inc., a Delaware corporation (the “**Grantor**”) and Antares Capital LP (“**Antares**”), as collateral agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of October 27, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement dated as of October 27, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among, SHO Holding I Corporation, a Delaware corporation, Never Slip Holdings, Inc., a Delaware corporation, the Lenders from time to time party thereto (the “**Lenders**”) and Antares, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

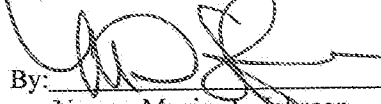
SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


KEUKA FOOTWEAR, INC.

By: 
Name: Monica L. Johnson
Title: Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT



TRADEMARK
REEL: 005952 FRAME: 0257

ANTARES CAPITAL, LP
as Administrative Agent

By: 
Name: Richard Davidson
Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Keuka Footwear, Inc.	4735217	
Keuka Footwear, Inc.	4657686	
Keuka Footwear, Inc.	4413711	KEUKA
Keuka Footwear, Inc.	4645576	LIVE.LOVE.LILA
Keuka Footwear, Inc.	3489214	SHOEGUARD
Keuka Footwear, Inc.	3186620	KEUKA PRO II
Keuka Footwear, Inc.	3175006	SUREGRIP

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Keuka Footwear, Inc.	86/408,502	