

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shiekh Shoes, LLC		03/17/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comvest Capital II, L.P.		
Street Address:	525 Okeechobee Boulevard, Suite 1050		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3123388		
Registration Number:	3135470	SHIEKH	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	704-444-1124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	05/08/2017		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of March 17, 2017, is made by **SHIEKH SHOES, LLC**, a California limited liability company ("Borrower"), in favor of **COMVEST CAPITAL II, L.P.**, a Delaware limited partnership, as Agent for the Lenders ("Agent").

RECITALS

Borrower, Agent and the lenders from time to time party thereto ("Lenders") are all parties to that certain Credit Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement"), pursuant to which Borrower granted Agent, for the benefit of the Lenders, a security interest in all or substantially all of its assets.

Borrower has agreed to execute this Agreement to further evidence the grant to Agent of a security interest in the Trademarks.

WITNESSETH:

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 this 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:

"Security Interest" has the meaning given in Section 2 of this Agreement.

"Trademarks" means all of Borrower'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 A; provided that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of the Security Interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Applicable Law.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. 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. Borrower's Use of the Trademarks. Borrower shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the 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 exists.

4. Remedies. While an Event of Default exists, Agent may, at its option, take any or all of the following actions:

- (a) Agent may exercise any or all remedies available under the Credit Agreement.
- (b) Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.
- (c) Agent may enforce the Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

5. Miscellaneous. Agent shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower, Agent and the Lenders and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Agent, and Borrower waives notice of Agent's acceptance hereof. Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Agent 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 authorized by the Borrower 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 New York 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.

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IN WITNESS WHEREOF, Borrower has executed this Trademark Security Agreement as of the date first written above.

SHIEKH SHOES, LLC

By: 

Name: Shiekh Ellahi

Title: Chief Executive Officer

EXHIBIT A

**UNITED STATES ISSUED TRADEMARKS,
SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

Mark	Status	Country	Owner	Registration No. or Application No.	Registration Date or Filing Date
Shiekh Falcon	Registered	USA	Shiekh Shoes, LLC	3123388	Aug 1, 2006
Stylized "Shiekh"	Registered	USA	Shiekh Shoes, LLC	3135470	Aug 29, 2006

APPLICATIONS

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS