

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432369

<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>
PLAE, INC.		06/22/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVIDBANK		
<b>Street Address:</b>	50 W. SAN FERNANDO ST., STE. 850		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87101231	PLAE SF. U.S	
<b>Serial Number:</b>	87153975	THE WORLD IS YOUR PLAYGROUND	
<b>Serial Number:</b>	87099747	SPACEFRAME	
<b>Serial Number:</b>	87402952		
<b>Registration Number:</b>	5142578	GROWTH SPURT GUARANTEE	
<b>Serial Number:</b>	86860418	FORM FOLLOWS FUN	
<b>Registration Number:</b>	4874688		
<b>Registration Number:</b>	4870988	PLAE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	308866-178 PLAE		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		

CH \$215.00 87101231

<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/
<b>DATE SIGNED:</b>	06/23/2017
<b>Total Attachments: 6</b> source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of June 22, 2017 by and between AVIDBANK, a California corporation (“Bank”) and PLAE, INC., a Delaware corporation (“Grantor”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (as amended from time to time, the “Loan Agreement”) dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

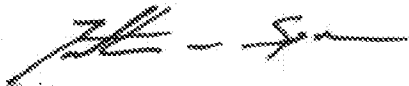
To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

PLAE, INC.



By: Jonathan Spier

Title: President and Chief Executive Officer

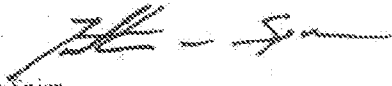
AVIDBANK CORPORATE FINANCE, A  
DIVISION OF AVIDBANK

By: .....

Title: .....

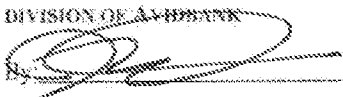
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

FLAE, INC.

By:  Jonathan Spier

Title: President and Chief Executive Officer

AVIDBANK CORPORATE FINANCE, A  
DIVISION OF AVIDBANK

  
Title: SVP

TRADEMARK

REEL: 006090 FRAME: 0358

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title

Registration Number

Registration Date

EXHIBIT B

Patents

Title	Serial/ Patent Number	Application/ Issue Date
Upper for shoe with removable strap	D734,015	07/14/15
Upper for shoe with removable straps	D734,014	07/14/15
Upper for shoe with removable strap	D734,013	07/14/15
Upper for shoe with removable strap	D732,282	06/23/15
Interchangeable strap closure system for footwear	13/836,655	03/15/13
Footwear closure system	15/336,094	10/27/16
Footwear closure system	PCT/US16/59136	10/27/16
Insole with suspended mesh surface	PCT/US17/19450	02/24/17
Shoe with removable straps	29/569,528	06/28/16
Upper for shoe with removable straps	DM/092,402	08/02/16

## EXHIBIT C

## Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
<DESIGN>	87/101,231	07/12/16
THE WORLD IS YOUR PLAYGROUND	87/153,975	08/29/16
SPACEFRAME	87/099,747	07/11/16
<DESIGN>	87/402,952	04/07/17
GROWTH SPURT GUARANTEE	5,142,578	02/14/17
FORM FOLLOWS FUN	86/860,418	12/29/15
<DESIGN>	4,874,688	12/22/15
PLAE	4,870,988	12/15/15
PLAE Character Mark (International)	Various	Various in 2013
PLAE Logo Arrow (International)	Various	Various in 2013