

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM439081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sneaker Villa, Inc.		08/14/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company, as Agent		
Street Address:	25 South Charles Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5202656	I MATTER!	
Registration Number:	4723686	BELOW THE WAIST	
Registration Number:	4525399	HOME SEWN HS	
Registration Number:	4717301	NO BOYS ALLOWED	
Registration Number:	4717302	NO BOYS ALLOWED	
Registration Number:	4525296	GET FAME US	
Registration Number:	4561270	DH DENIM HOUSE CRAFTED TO PERFECTION	
Registration Number:	4392327	SNEAKER VILLA	
Registration Number:	4400154	GET FAME.US	
Registration Number:	4553488	HOME SEWN	
Registration Number:	4553489	HOME SEWN	
Registration Number:	4720661	WWW.RUVILLA.COM	
Registration Number:	4712920	SNEAKER VILLA	
Registration Number:	3588267	VILLA JOIN THE MOVEMENT	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		

CH \$365.00 5202656

Email:	oscar.ruiz@kattenlaw.com
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1:	525 West Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-273
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NAME OF SUBMITTER:	Oscar Ruiz
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SIGNATURE:	/Oscar Ruiz/
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DATE SIGNED:	08/14/2017
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Total Attachments: 4

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SECURITY AGREEMENT FOR TRADEMARKS

THIS SECURITY AGREEMENT FOR TRADEMARKS (the "Agreement") is made as of this 14th day of August, 2017, by SNEAKER VILLA, INC., a Delaware corporation ("Grantor"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, as administrative agent and collateral agent for certain agents and other secured parties (in such capacity, together with any successors and assigns, the "Grantee");

WITNESSETH

WHEREAS, Grantor has adopted, used and is using the trademarks and service marks listed on the annexed Schedule I, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated December 7, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Lender Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

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IN WITNESS WHEREOF, the Grantor has caused this Security Agreement for Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

SNEAKER VILLA, INC., a Delaware corporation

By: 

Name: David Rhoads

Its: President, Chief Operating Officer and Secretary

Security Agreement for Trademarks (DTLR/Villa)

TRADEMARK
REEL: 006129 FRAME: 0442

Agreed and Accepted
As of the Date First Written Above

**MANUFACTURERS AND TRADERS TRUST
COMPANY, as Agent**

By: Kevin Mahon
Name: Kevin Mahon
Title: Authorized Signor

Security Agreement for Trademarks (DTLR/Villa)

TRADEMARK
REEL: 006129 FRAME: 0443

SCHEDULE 1**Trademark Registrations**

Name of Owner	Trademark	Application Number	Application Date	Registration Number	Registration Date
Sneaker Villa, Inc.	I MATTER!	86786681	10/31/2015	5202656	5/16/2017
Sneaker Villa, Inc.	BELOW THE WAIST BTW	86393712	9/12/2014	4723686	4/21/2015
Sneaker Villa, Inc.	HOME SEWN HS	86069579	9/19/2013	4525399	5/6/2014
Sneaker Villa, Inc.	NO BOYS ALLOWED	86055538	9/4/2013	4717301	4/7/2015
Sneaker Villa, Inc.	NO BOYS ALLOWED	86055551	9/4/2013	4717302	4/7/2015
Sneaker Villa, Inc.	GET FAME US	86055577	9/4/2013	4525296	5/6/2014
Sneaker Villa, Inc.	DENIM HOUSE	85917320	4/29/2013	4561270	7/1/2014
Sneaker Villa, Inc.	SNEAKER VILLA	85851283	2/15/2013	4392327	8/27/2013
Sneaker Villa, Inc.	GET FAME. US	85850199	2/14/2013	4400154	9/10/2013
Sneaker Villa, Inc.	HOME SEWN	85850228	2/14/2013	4553488	6/17/2014
Sneaker Villa, Inc.	HOME SEWN	85850242	2/14/2013	4553489	6/17/2014
Sneaker Villa, Inc.	WWW.RUVILLA.COM	85850218	2/14/2013	4720661	4/14/2015
Sneaker Villa, Inc.	SNEAKER VILLA	85815023	1/3/2013	4712920	3/31/2015
Sneaker Villa, Inc.	VILLA JOIN THE MOVEMENT	77311646	10/23/2007	3588267	3/10/2009

Trademark Applications

N/A.