

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hunter Boot Limited		10/19/2017	UK limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance (UK) Limited		
Street Address:	90 Longacre London		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	WC2E 9RA		
Entity Type:	UK limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2740877	HUNTER	
Registration Number:	4513417	HUNTER ARGYLL	
Registration Number:	4541643	HUNTER BALMORAL	
Serial Number:	87250925	HUNTER	
Registration Number:	1550244	ROYAL HUNTER	
CORRESPONDENCE DATA			
Fax Number:	2023317707		
<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:	2024861578		
Email:	tm@potomacclaw.com, jsatterthwaite@potomacclaw.com		
Correspondent Name:	Janet Satterthwaite		
Address Line 1:	1300 Pennsylvania Ave Nw		
Address Line 2:	Potomac Law Group, Suite 700		
Address Line 4:	Washingtong, D.C. 20004		
NAME OF SUBMITTER:	Janet F. Satterthwaite		
SIGNATURE:	/Janet F. Satterthwaite/		
DATE SIGNED:	11/01/2017		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of October 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE (UK) LIMITED** ("Wells Fargo"), in its capacity as agent and security trustee for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Facility Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Facility Agreement") by and among, Hunter Boot Limited ("Parent"), the affiliates of Parent listed in Part 1 of Schedule 1 of the Facility Agreement as borrowers (each a "Borrower" and collectively, the "Borrowers"), the affiliates of Parent listed in Part 2 of Schedule 1 of the Facility Agreement as grantor, the Lenders party thereto as "Lender Group" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender Group") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Facility Agreement, the other Finance Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain US Security Agreement, dated as of October 19, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "US Security Agreement"); and

WHEREAS, pursuant to the US Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the US Security Agreement or, if not defined therein, in the Facility Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the US Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured

Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its U.S. Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the US Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the US Security Agreement, the US Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks (except to the extent any of the following constitutes Excluded Collateral), the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Finance Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE US SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HUNTER BOOT LIMITED

By: 

Name: Fabrizio Zappaterra

Title: Director

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO CAPITAL FINANCE (UK)
LIMITED**

By: _____

Name: _____

Title: _____


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
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AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE (UK)
LIMITED



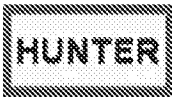
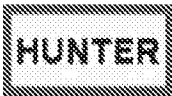
By: 
Name: N S Howe
Title: DIRECTOR


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trade Mark	Owner	Country	Application No. / Application Date	Registration No. / Registration Date	Status
H CREST DEVICE 	Hunter Boot Limited	USA	79076794 12/Aug/2009	3976556 14/Jun/2011	Registered
HUNTER	Hunter Boot Limited	USA	75/333011 30/Jul/1997	2740877 29/Jul/2003	Registered
HUNTER ARGYLL	Hunter Boot Limited	USA	85840005 04/Feb/2013	4513417 15/Apr/2014	Registered
HUNTER BALMORAL	Hunter Boot Limited	USA	85839994 04/Feb/2013	4541643 03/Jun/2014	Registered
HUNTER FIELD logo 	Hunter Boot Limited	USA	79195076 08/Aug/2016	—	Pending
HUNTER logo 	Hunter Boot Limited	USA	87250925 29/Nov/2016	—	Pending
HUNTER logo 	Hunter Boot Limited	USA	993373 (IR) 23/Jan/2009 US Reg. No.: 3876340	993373 (IR) 23/Jan/2009 US Reg. No.: 3876340	Registered

Trade Mark	Owner	Country	Application No. / Application Date	Registration No. / Registration Date	Status
HUNTER logo (monochrome) 	Hunter Boot Limited	USA	1219945 (IR) US Reg. No.: 4903237	1219945 (IR) 21/Feb/2014 US Reg. No.: 4903237	Registered
RAIN STARTS PLAY	Hunter Boot Limited	USA	79207281	—	Pending
ROYAL HUNTER	Hunter Boot Limited	USA	73/728056	1550244 01/Aug/1989	Registered