

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlantic Footcare, Inc.		01/26/2018	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Webster Bank, N.A.		
Street Address:	50 Kennedy Plaza, Suite 1110		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	National Banking Association: RHODE ISLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85019445	PROSOLE	
Registration Number:	3453297	PROTHOTICS	
CORRESPONDENCE DATA			
Fax Number:	6173459020		
<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:	617-345-9000		
Email:	tmdocket@hinckleyallen.com		
Correspondent Name:	Alexander P. Montgomery, Esq.		
Address Line 1:	28 State Street		
Address Line 2:	Hinckley Allen & Snyder, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	056490-0176075		
NAME OF SUBMITTER:	Alexander P. Montgomery		
SIGNATURE:	/Alexander P. Montgomery/		
DATE SIGNED:	01/30/2018		
Total Attachments: 5			
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COLLATERAL TRADEMARK ASSIGNMENT

THIS COLLATERAL TRADEMARK ASSIGNMENT (this "Assignment") dated as of January 26, 2018 by ATLANTIC FOOTCARE, INC., a Rhode Island corporation ("Assignor"), in favor of WEBSTER BANK, N.A., a national bank having an office at 50 Kennedy Plaza, Suite 1110, Providence, RI 02903 (together with its successors and assigns, "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, as defined below.

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof, by Assignor and certain of Assignor's affiliates in favor of Assignee (as amended from time to time, the "Security Agreement"), Assignor granted to Assignee a security interest in certain of Assignor's assets, including, without limitation, the intellectual property described on Schedule A attached hereto to secure, *inter alia*, the payment and performance of the Secured Obligations; and

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN:

1. As collateral security for the payment and performance in full of the Secured Obligations, Assignor does hereby confirm and ratify the collateral assignment and security interest granted unto Assignee in all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired, as more fully set forth in the Security Agreement:

(i) each trademark and each registration thereof, and each trademark registration application owned by Assignor, including, without limitation, each such trademark and trademark registration application set forth on Schedule A, attached hereto and incorporated herein by reference; and

(ii) all proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of any of the foregoing, with the right to sue and recover the same in Assignee's own name and for its own use, including all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(all of the foregoing, individually and collectively, the "Trademarks").

2. Assignor does hereby acknowledge, affirm and represent that, except as otherwise disclosed in the Credit Agreement:

(i) the rights and remedies of Assignee with respect to its interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(ii) that nothing in this Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) to the best of Assignor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(iv) to the best of Assignor's knowledge, each of the Trademarks is valid and enforceable.

(v) to the best of Assignor's knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, licenses to shop rights and covenants by Assignor not to sue third persons, other than limited rights of use given to other Borrowers.

(vi) Assignor has the unqualified right to enter into this Assignment and perform its terms.

3. Assignor covenants that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Assignment unless permitted under the Credit Agreement, without Assignee's prior written consent.

4. Assignor covenants that if, before the Secured Obligations shall have been satisfied in full, Assignor shall obtain additional registered Trademarks, or additional Trademark applications or Trademark for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Trademark or any improvement on any Trademark, or become the owner of any registration applications for Trademarks, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing.

5. Assignor shall indemnify, defend and hold Assignee, its respective affiliates, directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed (collectively, the "Losses"), incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment, except to the extent incurred as a result of gross negligence or willful misconduct of Assignee or Assignee's Indemnified Parties and further excluding in any event, Losses incurred solely as a result of any claim of infringement by any third party based on the use of any Trademark by Assignee or any other entity following any foreclosure by Assignee of its security interest in the Trademarks.


6. Assignor authorizes Assignee to modify this Assignment by amending Schedule A to include any future registered U.S. Trademarks or Trademark applications owned by Assignor.

7. At such time as all of the Secured Obligations have been paid in full, this Assignment shall terminate and the Assignee shall, upon the written request of the Assignor, execute and deliver to the Assignor all assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor, the entire right, title and interest to the Trademarks previously granted, assigned, transferred and conveyed to the Assignee by the Assignor pursuant to this Assignment, as fully as if this Assignment had not been made, subject to any disposition of all or any part thereof which may have been made by the Assignee pursuant hereto or the Security Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as an instrument under seal as of the date first set forth above.

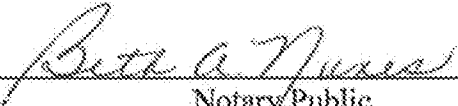
ATLANTIC FOOTCARE, INC.

By: 
Name: Charles Sipes
Title: President

State of Rhode Island)
County of Providence) ss

On this 22nd day of January, 2018, before me a Notary Public in and for said State, duly commissioned and sworn, personally appeared Charles Sipes, the President of Atlantic Footcare, Inc., personally known to me to be the person executing the foregoing instrument/agreement and acknowledged to me that he subscribed his name thereto as his free act and deed and the free act and deed of said Atlantic Footcare, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first above written.



Notary Public

Beth A. Nunes
Print Name

My Commission Expires: 7/14/2021

[SEAL]

SCHEDULE A

Trademark	Country	Registration or Serial No.	Date of Registration
 The logo for ProThotics features a stylized treble clef on the left, with the word "ProThotics" in a bold, italicized, sans-serif font to its right.	US	3453297	June 24, 2008
ProSole	US	85019445	December 20, 2011