

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shoe Palace Corporation		07/30/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MUFG UNION BANK, N.A., as administrative agent		
Street Address:	445 SOUTH FIGUEROA STREET		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3320949	SP SHOE PALACE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7037125390		
Email:	mguidry@mcguirewoods.com		
Correspondent Name:	Melissa Guidry		
Address Line 1:	1750 Tysons Blvd		
Address Line 4:	Tysons, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	2066057-0015		
NAME OF SUBMITTER:	Melissa Guidry		
SIGNATURE:	/Melissa Guidry/		
DATE SIGNED:	08/01/2018		
Total Attachments: 4			
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OP \$40.00 3320949

**NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS**

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Credit and Security Agreement dated as of July 30, 2018 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Credit Agreement") by and among **SHOE PALACE CORPORATION**, a California corporation (the "Grantor"), the financial institutions party to the Credit Agreement from time to time as lenders and **MUFG UNION BANK, N.A.**, a national banking association, as administrative agent for the Lenders (in such capacity, the "Agent"), the undersigned Grantor has granted to Agent a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto.

The undersigned Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Credit Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

[Signature Pages Follow]

Very truly yours,

SHOE PALACE CORPORATION,
a California corporation, as Grantor

By: _____
Name: George Mersho
Title: Chief Executive Officer

Acknowledged and Accepted:

MUFG UNION BANK, N.A.,
as Agent

By: 
Name: John McDevitt
Title: Director

SCHEDULE 1

TRADEMARKS

<u>TRADEMARK</u>	<u>OWNER</u>	<u>STATUS</u>	<u>FEDERAL REG. NO.</u>	<u>REG. DATE</u>
SP SHOE PALACE	Shoe Palace Corporation	Registered	3320949	10/23/07

Schedule 1 to

Notice of Grant of Security Interest in Trademarks

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RECORDED: 08/01/2018

**TRADEMARK
REEL: 006400 FRAME: 0963**