

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foot Petals, Inc.		08/02/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	3509834	AMAZING ARCHES	
Serial Number:	86816505	CUSHION TOWERS	
Registration Number:	5130195	CUSHIONOLOGY	
Registration Number:	4408154	CUSH'N STRIDE	
Registration Number:	3291389	FAB FEET	
Registration Number:	3190753	FANCY FEET	
Serial Number:	87951230	FANCY FEET	
Registration Number:	3865684	FOOT PETALS	
Registration Number:	3898704	FOOT PETALS	
Serial Number:	87926075	FOOT PETALS	
Registration Number:	3008330	FOOT PETALS	
Registration Number:	4593678	FOOT PETALS	
Registration Number:	4499625	FOOT PETALS	
Registration Number:	4363847		
Registration Number:	4081435		
Registration Number:	4408218	GLAMOUR TOES	
Registration Number:	3281016	HAUTE HEELZ	
Registration Number:	3000057	HEAVENLY HEELZ	

OP \$840.00 3509834

Property Type	Number	Word Mark
Registration Number:	3118923	KILLER KUSHIONZ
Registration Number:	4200645	
Registration Number:	4391248	
Registration Number:	4379477	
Registration Number:	4319171	PRESSURE POINTZ
Registration Number:	4200644	
Registration Number:	3600008	SEXY SOLES
Registration Number:	3937183	
Registration Number:	4537791	SOCK-FREE SAVIORS
Registration Number:	3903034	SOLE STOPPERZ
Registration Number:	3118922	STRAPPY STRIPS
Registration Number:	4256115	THE SHOE WHISPERER
Registration Number:	3056857	TIP TOES
Registration Number:	5041336	WEAR THE SHOES YOU LOVE
Registration Number:	4614769	WEAR THE SHOES YOU LOVE

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-18051

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 09/14/2018

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of August 2, 2018, by **FOOT PETALS, INC.**, an Ohio corporation (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for certain secured parties (“Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among Grantor, the other Loan Parties party thereto, Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, modified, supplemented, renewed, restated or replaced, the “Credit Agreement”), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Amended and Restated Security Agreement, dated as of the date hereof, by and among Grantor, the other grantors party thereto and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, modified, supplemented, renewed, restated or replaced, the “Security Agreement”), as security for all Obligations, Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Secured Parties, this Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor’s presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby 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.

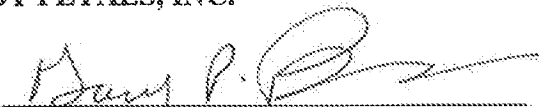
4. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

5. AMENDMENT AND RESTATEMENT. This Agreement amends and restates, and shall supersede and replace, in its entirety, that certain Trademark Security Agreement, dated September 3, 2014 by Grantor in favor of Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FOOT PETALS, INC.

By: 
Name: Gary Binkoski
Title: Treasurer

Signature Page to Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 006464 FRAME: 0102

ACCEPTED AND ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

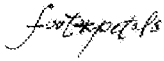

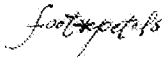
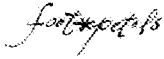
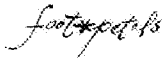
By: 

Name: Thomas J. Lorens

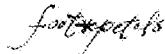

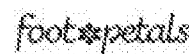


Title: Senior Vice President






Schedule A

1. Trademark Applications and Registrations of Foot Petals, Inc.

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
FOOT PETALS	Australia	1310161	7/17/2009	1310161	7/17/2009	25
FOOT PETALS Stylized 	Australia	932324	10/30/2002	932324	6/24/2003	25
FOOT PETALS Stylized 2013 	Australia	1606674	2/18/2014	1606674	9/18/2014	25
FOOT PETALS	Belarus	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25
FOOT PETALS	Bosnia and Herzegovina	1029870	9/17/2009	1029870	9/17/2009	03, 10
FANCY FEET	Canada	0462657	12/10/1980	TMA272008	8/20/1982	
FANCY FEET	Canada	1288846	1/31/2006	TMA768446	6/2/2010	
FOOT PETALS	Canada	1459853	11/20/2009	TMA905104	6/2/2015	
FOOT PETALS Stylized 	Canada	1263121	6/21/2005	TMA668583	7/25/2006	
FOOT PETALS	Chile	1132624	11/24/2014	1187132	11/27/2015	25
FAB FEET	China	7879906	12/2/2009	7879906	12/21/2010	25
FOOT PETALS	China	7879905	12/2/2009	7879905	12/21/2010	25
FOOT PETALS Stylized 	China	4771737	7/11/2005	4771737	1/28/2009	25
FOOT PETALS	Croatia	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25
FOOT PETALS	European Union	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25
FOOT PETALS	Germany	302009023550	4/21/2009	302009023550	8/31/2009	03, 10, 25
FOOT PETALS Stylized 	Hong Kong	300462906	7/22/2005	300462906	7/22/2005	25
FOOT PETALS	India	1939490	3/22/2010	1939490	3/22/2010	25
FOOT PETALS	Int'l Registration	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25
FOOT PETALS	Japan	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
FOOT PETALS Stylized <i>foot petals</i>	Japan	2005-57182	6/23/2005	4921369	1/13/2006	25
FOOT PETALS	Korea Republic of	40-2009-0035148	7/23/2009	838437	10/5/2010	25
FOOT PETALS Stylized <i>foot petals</i>	Korea Republic of	40-2012-0023015	4/6/2012	966957	5/2/2013	25
FOOT PETALS	Malaysia	2009/13561	8/11/2009	09013561	8/11/2009	25
FOOT PETALS	Moldova	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25
FOOT PETALS	New Zealand	955307	3/9/2012	955307	7/2/2013	03, 22, 25
FOOT PETALS Stylized 2013 <i>foot petals</i>	New Zealand	992722	2/18/2014	992722	8/19/2014	25
FOOT PETALS	Norway	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25
FOOT PETALS	Norway	200912225	11/26/2009	255285	4/26/2010	03, 10, 25
FOOT PETALS	Russian Federation	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25
FOOT PETALS	Russian Federation	2009731549	12/7/2009	432833	3/21/2011	25
FOOT PETALS	Saudi Arabia	149122	12/5/2009	1214/9	12/14/2010	25
FOOT PETALS	Serbia	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25
FOOT PETALS	Singapore	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25
FOOT PETALS Stylized <i>foot petals</i>	Singapore	T0511315J	7/1/2005	T0511315J	7/1/2005	25
FOOT PETALS	South Africa	2004/22417	12/10/2004	2004/22417	12/10/2004	25
FOOT PETALS	Switzerland	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25
FOOT PETALS	Switzerland	63293/2009	11/26/2009	598370	11/26/2009	03, 25
FOOT PETALS Stylized <i>foot petals</i>	Taiwan	094031149	6/29/2005	1207624	5/1/2006	25
FOOT PETALS	Thailand	738711	7/31/2009	TM320165	8/16/2010	25
FOOT PETALS	Turkey	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
FOOT PETALS	Turkey	2009/63740	12/1/2009	200963740	3/26/2012	25
FOOT PETALS	Ukraine	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25
FOOT PETALS	United Arab Emirates	136477	12/6/2009	128438	1/17/2011	25
AMAZING ARCHES	USA	77/355655	12/19/2007	3509834	9/30/2008	25
CUSHION TOWERS	USA	86/816505	11/11/2015			25
CUSHIONOLOGY	USA	86/816502	11/11/2015	5130195	1/24/2017	25
CUSH'N STRIDE	USA	85/654351	6/18/2012	4408154	9/24/2013	25
FAB FEET	USA	76/653755	1/19/2006	3291389	9/11/2007	25
FANCY FEET	USA	76/653686	1/19/2006	3190753	1/2/2007	25
FANCY FEET	USA	87/951230	6/6/2018			03
FOOT PETALS	USA	77/847325	10/13/2009	3865684	10/19/2010	25
FOOT PETALS	USA	77/869256	11/10/2009	3898704	1/4/2011	03, 22, 25
FOOT PETALS	USA	87/926075	5/17/2018			03
FOOT PETALS Stylized	USA	76/586489	4/12/2004	3008330	10/25/2005	25
						
FOOT PETALS Stylized 2013	USA	85/825595	1/17/2013	4593678	8/26/2014	25, 35
						
FOOT PETALS Stylized 2013	USA	85/981153	1/17/2013	4499625	3/18/2014	22
						
Foot Shape Design (Killer Kushionz)	USA	85/746687	10/5/2012	4363847	7/9/2013	25
						
Foot Shape Design (Killer Kushionz) [SR]	USA	85/036810	5/12/2010	4081435	1/3/2012	25
						
GLAMOUR TOES	USA	85/663038	6/27/2012	4408218	9/24/2013	25
HAUTE HEELZ [SR]	USA	76/645577	8/25/2005	3281016	8/14/2007	25
HEAVENLY HEELZ	USA	76/591146	5/10/2004	3000057	9/27/2005	25
KILLER KUSHIONZ	USA	76/641422	6/23/2005	3118923	7/25/2006	25

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
Oval with Scalloped Ends Design (Heavenly Heelz) 	USA	85/036769	5/12/2010	4200645	9/4/2012	25
Pink Shoe Black Heel Design 	USA	85/797050	12/7/2012	4391248	8/27/2013	25, 35
Pink Shoe White Heel Design 	USA	85/797054	12/7/2012	4379477	8/6/2013	25, 35
PRESSURE POINTZ [SR]	USA	85/680213	7/18/2012	4319171	4/9/2013	25
Scalloped Circle Design (Tip Toes) 	USA	85/036716	5/12/2010	4200644	9/4/2012	25
SEXY SOLES	USA	77/484091	5/27/2008	3600008	3/31/2009	25
Six Petal Flower Design 	USA	85/069308	6/23/2010	3937183	3/29/2011	25
SOCK-FREE SAVIORS	USA	86/111990	11/6/2013	4537791	5/27/2014	25
SOLE STOPPERZ	USA	77/958361	3/13/2010	3903034	1/11/2011	25
STRAPPY STRIPS	USA	76/641421	6/23/2005	3118922	7/25/2006	25
THE SHOE WHISPERER	USA	85/406329	8/24/2011	4256115	12/11/2012	45
TIP TOES	USA	76/591147	5/10/2004	3056857	2/7/2006	25
WEAR THE SHOES YOU LOVE	USA	85/784117	11/20/2012	5041336	9/13/2016	03
WEAR THE SHOES YOU LOVE	USA	85/982625	11/20/2012	4614769	9/30/2014	22, 25, 35