

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mycoskie, LLC		11/15/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4938755		
Registration Number:	5341596	FOR ONE, ANOTHER	
Registration Number:	4809170	MARKETPLACE A DIFFERENT WAY TO SHOP EST.	
Registration Number:	4805579	ONE FOR ONE	
Registration Number:	5166946	SOLAFLEX	
Registration Number:	5276577	TOMS	
Registration Number:	5032218	TOMS	
Registration Number:	4805580	TOMS	
Registration Number:	4827152	TOMS	
Registration Number:	5341586	TOMS FOR ONE ANOTHER	
Registration Number:	4973918	TOMS PASSPORT REWARDS	
Registration Number:	4864705	TOMS ROASTING CO.	
Registration Number:	4779082	TOMS ROASTING CO.	
Registration Number:	4752839	TOMS ROASTING CO.	
Registration Number:	5339755	WE ARE WHAT WE DO	
Serial Number:	86476429	TOMS	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 4938755

TRADEMARK

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: 6172485000
Email: tmadmin@choate.com
Correspondent Name: Sara M. Bauer
Address Line 1: Two International Place
Address Line 2: Choate Hall & Stewart LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2012947-0007
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NAME OF SUBMITTER:	Sara M. Bauer
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SIGNATURE:	/sara bauer/
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DATE SIGNED:	11/16/2018
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Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of November 15, 2018, is made by MYCOSKIE, LLC, a California limited liability company (the "Grantor"), in favor of Bank of America, N.A., as collateral agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time party to the Second Amended and Restated Credit Agreement, dated as of November 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among TOMS Shoes Holdings II, LLC, a Delaware limited liability company ("Holdings"), TOMS Shoes, LLC, a Delaware limited liability company (the "Company" or the "Borrower Representative"), the Subsidiary Borrowers (as defined therein) from time to time party thereto (together with the Company, collectively, the "Borrowers"), the Lenders from time to time party thereto, and the Agent, as the Administrative Agent, the Collateral Agent, the Swingline Lender and the Letter of Credit Issuer.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans, and the Letter of Credit Issuer has agreed to issue Letters of Credit, to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, the Company and any Subsidiaries of the Company that become a party thereto, have executed and delivered an Amended and Restated Security Agreement, dated as of October 31, 2014, in favor of the Agent (as amended, restated, amended and restated, supplement or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans, to induce the Letter of Credit Issuer to issue Letters of Credit and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements with Holdings, the Company and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the

Trademarks, to the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of Grantor in accordance with Section 6.5 thereof, the Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks of Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower Representative and the Agent.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MYCOSKIE, LLC
as the Grantor

By: 


Name: Martin Dunstheimer
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks (ABL)]

TRADEMARK

REEL: 006482 FRAME: 0618

BANK OF AMERICA, N.A.,
as the Collateral Agent

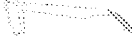







By: 
Name: Peter M. Walther
Title: Senior Vice President

[Signature Page to Grant of Security Interest in Trademarks (ABL)]

SCHEDULE A


U.S. Trademark Registrations and Applications

Registrations –

Trademark	Image	Registration Number	Registration Date
		4,938,755	Apr-12-2016
FOR ONE, ANOTHER		5,341,596	Nov-21-2017
		4,809,170	Sep-08-2015
ONE FOR ONE		4,805,579	Sep-01-2015
SOLAFLEX		5,166,946	Mar-21-2017
TOMS		5,276,577	Aug-29-2017
		5,032,218	Aug-30-2016
		4,805,580	Sep-01-2015
		4,827,152	Oct-06-2015
TOMS FOR ONE ANOTHER		5,341,586	Nov-21-2017
		4,973,918	Jun-07-2016
		4,864,705	Dec-01-2015
		4,779,082	Jul-21-2015
TOMS ROASTING CO.		4,752,839	Jun-09-2015

WE ARE WHAT WE DO		5,339,755	Nov-21-2017
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Applications –

Trademark	Image	Application Number	Filing Date
		86/476,429	December 12, 2014