

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tecovas, Inc.	FORMERLY Zock Commerce, Inc.	10/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue, 9th Floor		
Internal Address:	Attention: Christy West		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4961179	TECOVAS	
Registration Number:	4961178	TECOVAS	
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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	James Waters		
Address Line 1:	2501 N. Harwood St., 17th Floor		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	180075.00007		
NAME OF SUBMITTER:	James Waters		
SIGNATURE:	/James Waters by trademarkny/		
DATE SIGNED:	10/08/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 5th day of October 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **JPMorgan Chase Bank, N.A.**, a national banking association, as lender (“Lender”).

PRELIMINARY STATEMENT

The Grantors and Lender are entering into a Credit Agreement, dated as of the date hereof (as it may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”). The Grantors are also entering into that certain Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”) pursuant to which each Grantor is granting a security interest in all or substantially all of its assets, including its Trademarks.

ACCORDINGLY, each Grantor and Lender, on behalf of the Secured Parties, agree as follows:

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

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and trademark licenses to which it is a party including without limitation 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 license; and

(c) all products and proceeds (as defined in the UCC) 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 without limitation 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 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 each or any Grantor, to Lender or any or all of the Secured Parties whether or not the Secured Obligations are unenforceable or not allowable due to the existence of a Bankruptcy 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 Lender for the benefit of the Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark 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. To the extent possible, this Trademark Security Agreement and its provisions shall be construed in a manner consistent with the Security Agreement. Despite the preceding sentence, to the extent any irreconcilable inconsistency exists between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender 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 Lender's Security Interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan 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 electronic method of transmission, including e-mail or telefacsimile, 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 electronic method of transmission, including e-mail or telefacsimile, 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.

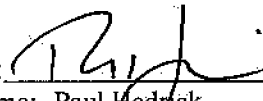
7. GOVERNING LAW; JURISDICTION; AND CONSENT TO SERVICE OF PROCESS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION, CONSENT TO SERVICE OF PROCESS, AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 8.09 AND 8.10 OF THE CREDIT AGREEMENT, AND SUCH 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:

TECOVAS, INC.

By: 
Name: Paul Hedrick
Title: President

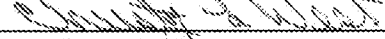
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006500 FRAME: 0243

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
a national banking association

By: 
Name: Christy L. West
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Trademark	Registration Date	Registration Number
Tecovas, Inc.	USA	Tecovas	May 17, 2016	4961179
Tecovas, Inc.	USA	Tecovas	May 17, 2016	4961178

Trade Names

Tecovas Boots, Inc.

Common Law Trademarks

Tecovas Boots

Trademarks Not Currently In Use

None.

Trademark Licenses

None.