

07/22/2019

Form PTO-159 (Rev. 6-12)  
OMB Collection 0651-0027 (exp. 04/30/2018)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

JUL 22 2019

REC 103680606  
**TRADEMARKS ONLY**

File with the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Pacific Shoe Corporation

- Individual(s)
- Partnership
- Corporation- State: California
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) California

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 1, 2019

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Citibank, N.A.

Street Address: 6400 Las Colinas Boulevard

City: Irving

State: Texas

Country: USA Zip: 75039

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership. Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Nat'l Assoc. Citizenship South Dakota

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)

3443055, 2920747, 3670298, 2400686, 1891185

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

"MEZLAN" Word Mark; "MEZLAN PLATINUM" Word Mark

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Citibank, N.A. c/o Daniel H. Wu, Esq.

Internal Address: Buchalter, A Professional Corporation,  
1000 Wilshire Boulevard, Suite 1500

Street Address: Buchalter, A Professional Corporation  
1000 Wilshire Boulevard, Suite 1500

City: Los Angeles

State: California Zip: 90017

Phone Number: (213) 891-0700

Docket Number: \_\_\_\_\_

Email Address: dwu@buchalter.com

**6. Total number of applications and registrations involved:**

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

July 11, 2019

Date

Daniel H. Wu, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 006699 FRAME: 0090**

**ATTACHMENT TO RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

**2. Name and address of receiving party(ies)**

Regarding additional citizenship, Citibank, N.A. is a national banking association organized under the laws of the United States.

**TRADEMARK  
SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of July 1, 2019, is made by Pacific Shoe Corporation, a California corporation (the "Grantor"), in favor of Citibank, N.A. ("Grantee")

RECITALS:

A. Grantor is obligated to Grantee pursuant to certain loan documents, as amended from time to time (collectively, "Loan Documents") executed by Borrowers in favor of Grantee, as more particularly described in that certain Modification/Forbearance Agreement dated as of even date herewith ("Forbearance"), executed by and among Grantor and Grantee, and others, pursuant to which this Agreement is being executed by Grantor. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Forbearance.

B. The obligations of Grantor to Grantee are secured by all of Grantor's right, title and interest in assets as provided under that certain Commercial Security Agreement dated as of December 28, 2012, executed by Grantor to and in favor of Grantee.

C. Grantor has agreed, inter alia, to reaffirm and to grant Grantee a security interest in certain general intangibles including the Intellectual Property Collateral (hereinafter defined).

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

1. Defined Terms. The following terms have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Agreement" means this Trademark Security Agreement, as the same may from time to time be amended, modified or supplemented.

"Borrower" means Pacific Shoe Corporation and Beverly Hills Shoe Incorporated and includes all co-signers and co-makers under the Loan Documents and all their successors and assigns.

"Intellectual Property Collateral" has the meaning assigned to such term in Section 2 of this Agreement.

"Licenses" means license agreements granting Grantor any interest in intellectual property and any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to Grantor with respect thereto, including, without limitation, damages and payments for past or future violations or infringements thereof and (iii) rights to sue for past, present and future violations or infringements thereof.

"Trademarks" means trademarks (including service marks, trade names, and domain names, whether registered or at common law), registrations and applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

"Trade Secrets & Proprietary Information" means all information not generally known to the public for which reasonable steps have been taken to maintain such information secret and confidential information used in connection therewith, including, but not limited to technical data and know-how that includes but is not limited to that which relates to research, product plans, products, services, customers, markets, product performance and repair data, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, and information involving the marketing or finances of Grantor, suppliers and supplier contacts, customers and customer contacts.

The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular section, subsection or clause contained in this Agreement.

2. Grant of Security Interest in Intellectual Property. In order to secure the prompt payment and performance of any and all obligations of Borrower to Grantee, Grantor hereby grants and conveys to the Grantee as collateral security, a continuing security interest in all of Grantor's entire right, title and interest in and to intellectual property rights now owned or existing and hereafter acquired or arising in the following assets (all of which being hereinafter referred to as the "Intellectual Property Collateral"):

(i) all Trademarks of Grantor including, without limitation, the Trademarks listed on Schedule A hereto;

(ii) all Copyrights of the Grantor including, without limitation, the Copyrights listed on Schedule B hereto;

(iii) all Licenses of Grantor including, without limitation, the Licenses listed on Schedule C hereto; and

(iv) the entire goodwill of Grantor's business connected with the use of and symbolized by the Trademarks; and

(v) all Trade Secrets & Proprietary Information of the Grantor; provided, however, that nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Grantee with respect to any Intellectual Property Collateral to the extent prohibited by applicable law.

Grantor hereby authorizes Grantee to file any and all UCC Financing Statements and United States Patent and Trademark Office ("USPTO") filings and assignments as may be necessary and/or appropriate to perfect the lien herein granted and to provide appropriate notice thereof. Upon Grantee's request Grantor shall reasonably cooperate, without charge, in completing such filings and any other necessary or appropriate actions to perfect or give notice of the liens herein created.

3. Representations and Warranties: New Intellectual Property. (a) Grantor represents and warrants that it has the full right and power to grant the security interests provided for in this Agreement (subject to the exceptions contained herein) in the Trademarks, Secrets & Proprietary Information, and Licenses made hereby; that it has made no previous assignment, transfer or agreements in conflict herewith or constituting an assignment of, a transfer of or an encumbrance on any of the Trademarks, Secrets & Proprietary Information and Licenses. Grantor further represents and warrants that (i) Schedule A, lists all Trademarks, which are material to any portion of its business or any of Grantor's subsidiaries or affiliates, (ii) to the best of Grantor's knowledge as of the date of this Agreement, the Intellectual Property Collateral does not infringe upon any rights owned or possessed by any entity not a party to this Agreement and, (iii) that it has delivered copies of all Licenses owned or used by Grantor or any of Grantor's subsidiaries or affiliates.

(b) In the event, prior to the time the obligations of Borrower to the Grantee have been indefeasibly paid in full, Grantor shall (i) obtain any rights to or interests in any new inventions, whether or not patentable, or trademarks, trade names, domain names, service marks, and applications therefor, or licenses, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or license renewal, the provisions of this Agreement shall automatically apply thereto and anything enumerated in clauses (i) or (ii) shall constitute Intellectual Property Collateral. Grantor shall give to the Grantee prompt written notice thereof. Grantor agrees, promptly following the written request by the Grantee, to amend this Agreement by amending Schedule A, as applicable, to include any such future trademarks, trademark registrations, trademark applications, trade names, domain names, service marks, trade secrets, patents, syndication rights, franchises and licenses which would be Intellectual Property Collateral.

4. Rights and Remedies: Application of Monies.

(a) Upon the occurrence and during the continuation of an Event of Default of any or all of Borrower's obligations to the Grantee, the Grantee may, to the fullest extent permitted by applicable law and without advertisement, hearing or process of law of any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property Collateral, including, without limitation, any and all consensual rights and powers with respect to the Intellectual Property Collateral and (ii) sell or assign or grant a license or franchise to use, or cause to be sold or assigned or grant a license or franchise to use any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Grantor therein and thereto. Upon the occurrence and during the continuation of a default of any or all of Borrower's obligations to the Grantee, the Grantee may (i) sell or assign the Intellectual Property Collateral, or any part thereof, for cash or upon credit as the Grantee may deem appropriate or (ii) grant licenses or franchises or both to use the Intellectual Property Collateral on such terms and conditions that the Grantee shall determine. In connection therewith, the Grantee shall have the right to impose such limitations and restrictions

on the sale or assignment of the Intellectual Property Collateral as the Grantee may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to any such sale and requirements for any necessary governmental approvals.

(b) Except as provided in this Section 4, Grantor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Grantee of any of its rights and remedies hereunder. The Grantee shall not be liable to any person for any incorrect or improper payment made pursuant to this Section 4, in the absence of willful misconduct.

(c) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property Collateral pursuant hereto and after the application of the proceeds hereunder to the obligations of Borrower to the Grantee, any said obligations remain unpaid or unsatisfied, Grantor shall remain liable for the unpaid and unsatisfied amount of such remaining obligations.

(d) This Agreement is made to provide for and secure repayment of the obligations of Borrower to the Grantee.

5. Termination of Security Interest. This Agreement and the security interests created or granted hereby or thereby, shall terminate when the later of the following shall have occurred: (a) the date that all of the obligations of Borrower to the Grantee shall have been fully and indefeasibly paid and satisfied and (b) the date as of which the last of the commitments and related documents and instruments have terminated with respect to the Loan Documents. After such termination, the Grantee (without recourse upon, or any warranty whatsoever by, the Grantee), shall execute and deliver to Grantor for filing in each office in which any security agreement, notice or other filing, or any part thereof, shall have been filed, an instrument releasing the Grantee's security interest in the Intellectual Property Collateral, and such other documents and instruments to terminate any security interest of the Grantee granted hereby as the Grantor may reasonably request, all without recourse upon, or warranty whatsoever by, the Grantee (except that the same shall be free and clear of any claims, liens or encumbrances created by or in respect of the Grantee) and all at the cost and expense of Grantor.

6. Use and Protection of Intellectual Property Collateral. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, Grantor may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the ordinary course of business and the Grantee shall from time to time execute and deliver, upon written request of Grantor and at Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of Grantor to enable Grantor to do so.

7. Duties of Grantor. Grantor shall have the duty to preserve and maintain all rights in the Intellectual Property Collateral in respect of which a failure to be able to continue to use the same would have a material adverse effect on the ownership, operation or maintenance of its business and operations, in a manner substantially consistent with its present practices and shall

take all action reasonably requested by the Grantee to register, record and/or perfect the Grantee's right hereunder.

8. The Grantee's Right to Sue. Whenever Borrowers shall have defaulted in any or all of its obligations to the Grantee, the Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if the Grantee shall commence any such suit, Grantor shall, at the request of the Grantee, do any and all lawful acts and execute any and all lawful documents required by the Grantee in aid of such enforcement.

9. No Waiver: Cumulative Remedies. No failure on the part of the Grantee to exercise, and no delay on the part of the Grantee in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Grantee preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Grantee whether at law, in equity or otherwise.

10. Expenses of Collection. Grantor hereby agrees to pay all expenses of the Grantee, including attorneys' fees, incurred with respect to the collection of any of the Intellectual Property Collateral and the enforcement of the rights of the Grantee hereunder which expenses together with interest thereon at the rate provided in the Loan Documents shall constitute obligations of Grantor to the Grantee thereunder and, therefore, secured hereby.

11. Attorney-in-Fact. Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as Grantor's true and lawful attorney-in-fact, for the purpose of taking such action and executing agreements, instruments and other documents, in the name of Grantor or otherwise, not inconsistent with the express provisions of this Agreement, as the Grantee may deem necessary or advisable to accomplish the purposes hereof, which appointment is an agency coupled with an interest and is irrevocable until payment in full of all obligations of Borrower to the Grantee.

The Grantee agrees that except upon the occurrence and during the continuation of an Event of Default, it will forbear from exercising the power of attorney or any rights granted to the Grantee pursuant to this Section 12.

12. Agreement Governing Law: Binding Character: Assignment. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. This Agreement shall be binding upon Grantor and the Grantee and their respective successors and assigns and shall inure to the benefit of Grantor and the Grantee, and their respective successors and assigns; provided, however, that Grantor may not assign its rights or obligations hereunder or in connection herewith or any interest herein (voluntarily, by operation of law or otherwise) without the prior written consent of the Grantee. No other person (including, without limitation, any other creditor of Grantor) shall have any interest herein or any right or benefit with respect hereto and this Agreement shall not be construed so as to confer any right or benefit upon any person other than the parties to this Agreement and each of their respective successors and assigns.

13. Further Indemnification. Grantor agrees to pay, and save the Grantee harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes which may be payable with respect to the Intellectual Property Collateral or in connection with any of the transactions contemplated by this Agreement.

14. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

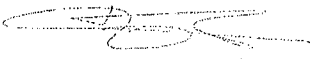
15. Headings. Paragraph and section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

16. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

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


**GRANTOR:**

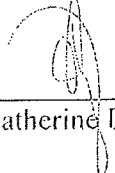
**PACIFIC SHOE CORPORATION,**  
a California corporation

By:   
Antonio Sanchez, President

**BORROWER:**

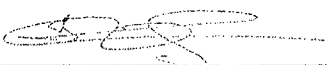
**PACIFIC SHOE CORPORATION,**  
a California corporation


By:   
Antonio Sanchez, President

By:   
Catherine D. Sanchez, Vice President



**BEVERLY HILLS SHOE INCORPORATED,  
a California corporation**

By:   
Antonio Sanchez, President

By:   
Catherine D. Sanchez, Vice President

SCHEDULE A  
to the  
Trademark  
Security Agreement

Trademarks

1. Registration Number 3443055 Registered June 3, 2008, with the United States Patent and Trademark Office
2. Registration Number 2920747, Registered January 25, 2005, with the United States Patent and Trademark Office
3. Registration Number 3670298, Registered August 18, 2009, with the United States Patent and Trademark Office
4. Registration Number 2400686, Registered October 31, 2000, with the United States Patent and Trademark Office
5. Registration Number 1891185, Registered April 25, 1995, with the United States Patent and Trademark Office

United States Patent and Trademark Office

- Sales Receipt -

07/23/2019 KNGUYEN1 00000005 3443055

01 FC:8521 40.00 OP

02 FC:8522 100.00 OP