

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541609

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ray Enterprises of Chesapeake Walk, LLC		09/19/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keybank National Association		
<b>Street Address:</b>	660 White Plains Road, 2nd Floor		
<b>City:</b>	Tarrytown		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10591		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86123358	BORSELA	
<b>Serial Number:</b>	86206587		
<b>Serial Number:</b>	77982808		
<b>Serial Number:</b>	87072817	H	
<b>Serial Number:</b>	87977856	H	
<b>Serial Number:</b>	87072830	H HOBO	
<b>Serial Number:</b>	87977871	H HOBO	
<b>Serial Number:</b>	76395492	HOBO	
<b>Serial Number:</b>	76977208	HOBO	
<b>Serial Number:</b>	76977209	HOBO	
<b>Serial Number:</b>	77174377	HOBO	
<b>Serial Number:</b>	85124930	HOBO EST. 1991	
<b>Serial Number:</b>	74266398	HOBO INTERNATIONAL	
<b>Serial Number:</b>	78710189	HOBO INTERNATIONAL	
<b>Serial Number:</b>	77917873	HOBO THE ORIGINAL	
<b>Serial Number:</b>	77983174	HOBO THE ORIGINAL	
<b>Serial Number:</b>	85124982	HOBO THE ORIGINAL	
<b>Serial Number:</b>	85976772	HOBO THE ORIGINAL	
<b>Serial Number:</b>	75072702	UO2 URBAN OXIDE	
<b>TRADEMARK</b>			

CH \$515.00 86123358

Property Type	Number	Word Mark
Serial Number:	75066685	URBAN OXIDE

**CORRESPONDENCE DATA**

**Fax Number:** 8669471121

*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:** 585-263-1000

**Email:** nytm@nixonpeabody.com

**Correspondent Name:** Kristen M. Walsh, Nixon Peabody LLP

**Address Line 1:** 1300 Clinton Square

**Address Line 4:** Rochester, NEW YORK 14604

<b>ATTORNEY DOCKET NUMBER:</b>	731864-722
<b>NAME OF SUBMITTER:</b>	Kristen Mollnow Walsh
<b>SIGNATURE:</b>	/kristenmollnowwalsh/
<b>DATE SIGNED:</b>	09/19/2019

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of September 19, 2019 (the "Effective Date") between each of the signatories hereto (collectively, the "Grantors") in favor of KEYBANK NATIONAL ASSOCIATION, as Lender (in such capacity, the "Lender") (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of September 19, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among the Grantors, the other grantors party thereto and the Lender; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Lender a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Lender agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Lender a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral"):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 U.S.C. §901 of the U.S. Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "Copyrights").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents").

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature,

all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks").

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trade Secrets").

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1 hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

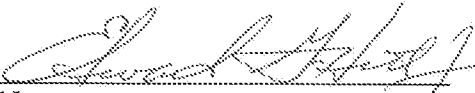
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.


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

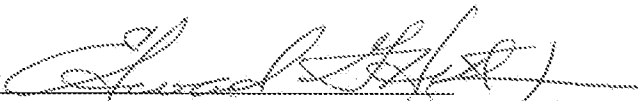
RAY ENTERPRISES OF CHESAPEAKE  
WALK, LLC

By   
Name: EDWARD G. HITT JR.  
Title: CHIEF FINANCIAL OFFICER AND  
EXECUTIVE VICE PRESIDENT

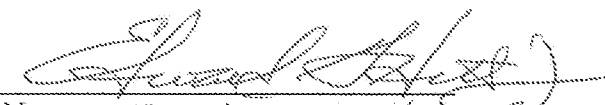
K&D RETAIL HOLDINGS, LLC

By   
Name: EDWARD G. HITT JR.  
Title: CHIEF FINANCIAL OFFICER AND  
EXECUTIVE VICE PRESIDENT

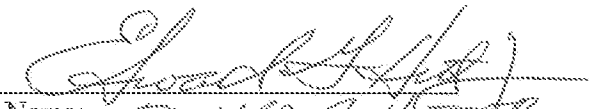
K&D RETAIL - ANNAPOLIS, LLC

By   
Name: EDWARD G. HITT JR.  
Title: CHIEF FINANCIAL OFFICER AND  
EXECUTIVE VICE PRESIDENT

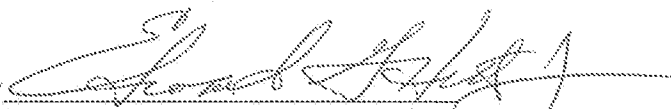
K&D RETAIL - MOBILE HOB0 1, LLC

By   
Name: EDWARD G. HITT JR.  
Title: CHIEF FINANCIAL OFFICER AND  
EXECUTIVE VICE PRESIDENT

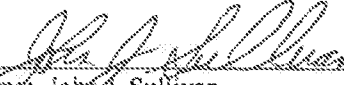
K & D RETAIL - HOB0BAGS.COM, LLC

By   
Name: EDWARD G. HITT JR.  
Title: CHIEF FINANCIAL OFFICER AND  
EXECUTIVE VICE PRESIDENT

RECW HOLDINGS, LLC

By   
Name: EDWARD G. HITT JR.  
Title: CHIEF FINANCIAL OFFICER AND  
EXECUTIVE VICE PRESIDENT

KEYBANK NATIONAL ASSOCIATION, as Lender

By:   
Name: John J. Sullivan  
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006749 FRAME: 0655**

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT



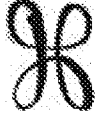
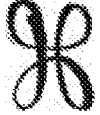
1. Copyrights

Title of Work	Reg. No.	Reg. Date
Female Hobo Silhouette with Stick and Bindle	VAu001027933	05/17/2010
Male Hobo Silhouette with Stick and Bindle	VAu001028020	05/17/2010




2. Patents


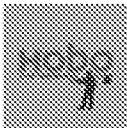
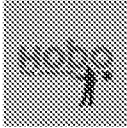

None.

3. Trademarks

Grantor	Trademarks	Filing Date	Status	Serial No.
Ray Enterprises of Chesapeake Walk, LLC	BORSELA	11/19/2013	Registered; Sections 8 & 15 Decl. due 03/10/2021	86/123358
Ray Enterprises of Chesapeake Walk, LLC	Design Only (with a color claim for red): 	02/27/2014	Registered; Sections 8 & 15 Decl. due 05/19/2021	86/206587
Ray Enterprises of Chesapeake Walk, LLC	Design Only: 	01/22/2010	Registered; Sections 8 & 15 Decl. due 06/24/2020	77/982808
Ray Enterprises of Chesapeake Walk, LLC	H (Stylized): 	06/15/2016	Allowed; deadline to file Statement of Use, or fourth extension request, 01/11/2020	87/072817
Ray Enterprises of Chesapeake Walk, LLC	H (Stylized): 	06/15/2016	Registered; Sections 8&15 Decl. due 07/24/2024	87/977856



Grantor	Trademarks	Filing Date	Status	Serial No.
Ray Enterprises of Chesapeake Walk, LLC	H HOBO (Stylized): 	06/15/2016	Allowed; deadline to file Statement of Use, or fourth extension of time, 01/11/2020	87/072830
Ray Enterprises of Chesapeake Walk, LLC	HHOBO (Stylized) 	06/15/2016	Registered; Sections 8 & 15 Decl. due 07/24/2024	87/977871
Ray Enterprises of Chesapeake Walk, LLC	HOBO	04/15/2002	Renewed; next renewal due 01/17/2026	76/395492
Ray Enterprises of Chesapeake Walk, LLC	HOBO	04/15/2002	Renewed; next renewal due 03/15/2025	76/977208
Ray Enterprises of Chesapeake Walk, LLC	HOBO	04/15/2002	Renewed; next renewal due 03/15/2025	76/977209
Ray Enterprises of Chesapeake Walk, LLC	HOBO	05/07/2007	Registered; renewal due 03/30/2020	77/174377
Ray Enterprises of Chesapeake Walk, LLC	HOBO EST. 1991	09/08/2010	Registered; Sections 8&15 Decl. due 07/15/2020	85/124930
Ray Enterprises of Chesapeake Walk, LLC	HOBO INTERNATIONAL	04/16/1992	Renewed; next renewal due 02/20/2027	74/266398
Ray Enterprises of Chesapeake Walk, LLC	HOBO INTERNATIONAL	09/09/2005	Renewed; next renewal due 02/20/2027	78/710189
Ray Enterprises of Chesapeake Walk, LLC	HOBO THE ORIGINAL (and Design): 	01/22/2010	Registered; Sections 8&15 Decl. due 06/10/2020	77/917873

Grantor	Trademarks	Filing Date	Status	Serial No.
Ray Enterprises of Chesapeake Walk, LLC	HOBO THE ORIGINAL (and Design): 	01/22/2010	Registered; renewal due 06/26/2022	77/983174
Ray Enterprises of Chesapeake Walk, LLC	HOBO THE ORIGINAL (and Design): 	09/08/2010	Registered; Sections 8&15 Decl. due 07/15/2020	85/124982
Ray Enterprises of Chesapeake Walk, LLC	HOBO THE ORIGINAL (and Design): 	09/08/2010	Registered; renewal due 07/17/2022	85/976772
Ray Enterprises of Chesapeake Walk, LLC	UO2 URBAN OXIDE (and Design):  URBAN OXIDE	03/14/1996	Renewed; next renewal due 12/10/2026	75/072702
Ray Enterprises of Chesapeake Walk, LLC	URBAN OXIDE	03/04/1996	Renewed; renewal due 12/10/2026	75/066685

4. Licenses

None.