

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM547110

<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>
OOFOS, INC.		10/29/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M&T Bank		
<b>Street Address:</b>	ONE M&T PLAZA		
<b>City:</b>	BUFFALO		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14203-2399		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4407860	OO	
<b>Registration Number:</b>	4407859	OOFOAM	
<b>Registration Number:</b>	4140410	OOFOS	
<b>Registration Number:</b>	4688037	FEEL THE OO	
<b>Registration Number:</b>	5298419	ORIGINAL RECOVERY FOOTWEAR	
<b>Registration Number:</b>	5576699	OOFOS	
<b>Registration Number:</b>	5380114	OOMG	
<b>Registration Number:</b>	5380115	OORIGINAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>			
<b>Phone:</b>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		

CH \$215.00 4407860

<b>DATE SIGNED:</b>	10/29/2019
<b>Total Attachments: 10</b> source=Closing Copy - Intellectual Property Security Agreement - Oofos#page1.tif source=Closing Copy - Intellectual Property Security Agreement - Oofos#page2.tif source=Closing Copy - Intellectual Property Security Agreement - Oofos#page3.tif source=Closing Copy - Intellectual Property Security Agreement - Oofos#page4.tif source=Closing Copy - Intellectual Property Security Agreement - Oofos#page5.tif source=Closing Copy - Intellectual Property Security Agreement - Oofos#page6.tif source=Closing Copy - Intellectual Property Security Agreement - Oofos#page7.tif source=Closing Copy - Intellectual Property Security Agreement - Oofos#page8.tif source=Closing Copy - Intellectual Property Security Agreement - Oofos#page9.tif source=Closing Copy - Intellectual Property Security Agreement - Oofos#page10.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of October 29, 2019 by and between (a) **M&T BANK**, a New York banking corporation, with its chief executive office at One M&T Plaza, Buffalo, New York 14203 ("Bank") and (b) **OOFOS, INC.**, a Delaware corporation, having a mailing address and principal place of business at 350 Granite Street, Braintree, Massachusetts 02184 (each and together, "Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its intellectual property to secure the Obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, the Security Agreement, and this Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in 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 to 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

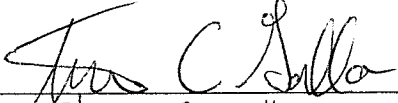
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows]

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

GRANTOR:

OOFOS, INC.

By:   
Name: Steven C Gello  
Title: President

BANK:

M&T BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006782 FRAME: 0242**

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

GRANTOR:

OOFOS, INC.

By: \_\_\_\_\_

Name:

Title:

BANK:

M&T BANK

By: \_\_\_\_\_

Name: *Joselyn Sanchez*

Title: *Vice President*

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

<u>Description</u>	<u>Country</u>	<u>Publication/ Application Number</u>	<u>Publication/ Application Date</u>
Insole and Outsole Two-Piece Shoe	United States	US-2019-0125030-A1/ 15/801,844	02-May-2019/ 02-Nov-2017
Insole and Outsole Two-Piece Shoe	International	WO 2019/089096/ PCT/US2018/041209	09-May-2019/ 09-Jul-2018

# EXHIBIT C

## Trademarks

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
OOFOS	Australia	1431128/ 1431128	16-Jan-2012/ 16-Jun-2011
OOFOS	Canada	918588/ 1691038	28-Oct-2015/ 25-Aug-2014
OOFOS	China	9701636/ 9701636	21-Aug-2012/ 11-Jul-2011
OOFOS	Costa Rica	244219/ 2014-009750	05-Jun-2015/ 07-Nov-2014
OOFOS	European Union	9760042/ 009760042	17-Nov-2011/ 23-Feb-2011
OOFOS	Hong Kong	301949013/ 301949013	17-Jun-2011/ 17-Jun-2011
OOFOS	Indonesia	IDM000389212/ D00 2011 035150	10-Jun-2013/ 06-Sep-2011
OOFOS	Israel	267860/ 267860	05-Jun-2016/ 28-Aug-2014
OOFOS	India	Appl No. 3834652	Filed: 16-May-2018
OOFOS	Japan	5458173/ 2011-41821	16-Dec-2011/ 16-Jun-2011
OOFOS	South Korea	40-0908845/ 40-2011-0032567	07-Mar-2012/ 16-Jun-2011
OOFOS	Mexico	1528289/ 1546915	09-Apr-2015/ 07-Nov-2014
OOFOS	New Zealand	1003669/ 1003669	24-Feb-2015/ 21-Aug-2014
OOFOS	Philippines	04-2014-010563/ 04-2014-010563	10-Nov-2014/ 22-Aug-2014
OOFOS	Singapore	T1413512I/ T1413512I	16-Mar-2015/ 22-Aug-2014
OOFOS	Thailand	355023/ 814890	10-Oct-2012/ 01-Aug-2011
OOFOS	Vietnam	189349/ 4-2011-04038	14-Aug-2012/ 11-Jul-2011
OO (plus design)	China (Madrid Protocol)	1258728/ 1258728	02-Mar-2015/ 02-Mar-2015
OO (plus design)	European Union (Madrid Protocol)	1258728/ 1258728	02-Mar-2015/ 02-Mar-2015
OO (plus design)	Japan (Madrid Protocol)	1258728/ 1258728	02-Mar-2015/ 02-Mar-2015
OO (plus design)	South Korea (Madrid Protocol)	1258728/ 1258728	02-Mar-2015/ 02-Mar-2015
OO (plus design)	Thailand	171101643/ 1003060	20-Jan-2017/ 07-Sep-2015

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
OO (plus design)	United States	4,407,860/ 85/572,899	24-Sep-2013/ 19-Mar-2012
OO (plus design)	Int'l Registration	1258728/ A0048743	02-Mar-2015/ 02-Mar-2015
OOFOAM	United States	4,407,859/ 85/572,894	24-Sep-2013/ 19-Mar-2012
OOFOS	United States	4,140,410/ 85/976,474	08-May-2012/ 24-Aug-2010
OOFOS	South Korea	40-968268/ 40-2012-52123	08-May-2013/ 20-Aug-2012
FEEL THE OO	United States	4,688,037/ 86/319,224	17-Feb-2015/ 24-Jun-2014
ORIGINAL RECOVERY FOOTWEAR	United States	5,298,419/ 87/019,901	26-Sep-2017/ 29-Apr-2016
OOFOS	United States	5,576,699/ 87/408,950	02-Oct-2018/ 12-Apr-2017
OOMG	United States	5,380,114/ 87/501,678	16-Jan-2018/ 22-Jun-2017
OORIGINAL	United States	5,380,115/ 87/501,683	16-Jan-2018/ 22-Jun-2017

EXHIBIT D

Mask Works

None.