

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shoes for Crews, LLC		10/31/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60526		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	3304683	SFC FROGGZ	
Registration Number:	3440319	SFC	
Registration Number:	3592701	SFC	
Registration Number:	3551443	THE SHOE THAT GRIPS	
Registration Number:	2646817	CREWGUARD	
Registration Number:	3666305	SHOES FOR CREWS	
Registration Number:	3690097	SFC FROGGZ	
Registration Number:	2355155	SFC	
Registration Number:	1834116	SHOES FOR CREWS	
Registration Number:	3792285	MIGHTY MAT!	
Registration Number:	4040121		
Registration Number:	4139465	BLACK LABEL	
Registration Number:	3926809	STAYFIT	
Registration Number:	3821884	SHOES FOR CREWS	
Registration Number:	4129627	SFC PRO	
Registration Number:	4325576	TOPCREWS	
Registration Number:	4359245	ACE	
Registration Number:	4366039	ACE WORK BOOTS	
Registration Number:	4477683	SFC MIGHTY GRIP	
TRADEMARK			

OP \$1090.00 3304683

Property Type	Number	Word Mark
Registration Number:	4581508	TOPCREWS LITE
Registration Number:	4815719	FAST LANE EXCHANGE
Registration Number:	5528145	SPILL GUARD
Registration Number:	5528146	TRIPGUARD
Registration Number:	5528147	ZONE TRACTION
Registration Number:	5482932	FLEX TREAD
Registration Number:	5791299	HOVERLITE
Registration Number:	5242770	SHOES FOR CREWS
Registration Number:	5242771	
Registration Number:	3785618	MOZO
Registration Number:	3629939	MOZO
Registration Number:	4735217	L
Registration Number:	5148740	LILA
Registration Number:	4657686	LILA LIVE. LOVE. LILA
Registration Number:	4413711	KEUKA
Registration Number:	4645576	LIVE.LOVE.LILA
Registration Number:	3834437	M
Registration Number:	3758750	TRIPLEFIT SYSTEM
Registration Number:	3175006	SUREGRIP
Registration Number:	1208581	ENERGAIRE
Registration Number:	5381249	MOZO
Registration Number:	4394726	SFC V-GRIP
Serial Number:	87822622	HOVERLTE
Serial Number:	88248837	GLADIATOR

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 10/31/2019

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To 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):

Shoes for Crews, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-FL
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 31, 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: Antares Capital LP, as Administrative Agent

Street Address: 500 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60526

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

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

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

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

43

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

October 31, 2019
Date

Elaine Carrera

Name of Person Signing

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

9

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 SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of October 31, 2019, (this “**Agreement**”), among SHOES FOR CREWS, LLC, a Florida limited liability company (the “**Grantor**”), and Antares Capital LP (“**Antares**”), as collateral agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of October 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement dated as of October 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among SHO Holding I Corporation, a Delaware corporation, Never Slip Holdings, Inc., a Delaware corporation, the Lenders from time to time party thereto (the “**Lenders**”) and Antares, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

SECTION 3. **Excluded Assets.** Notwithstanding anything contrary in this Agreement, the Trademark Collateral shall not include any Excluded Assets.

SECTION 4. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully

set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SHOES FOR CREWS, LLC, as Grantor



By: _____

Name: Kevan Levinson

Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT





TRADEMARK
REEL: 006783 FRAME: 0760

ANTARES CAPITAL, LP
as Administrative Agent

By: 
Name: Richard Davidson
Title: Its Duly Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Shoes for Crews, LLC	3304683	SFC FROGGZ
Shoes for Crews, LLC	3440319	SFC
Shoes For Crews, LLC	3592701	SFC and Design 
Shoes For Crews, LLC	3551443	THE SHOE THAT GRIPS
Shoes For Crews, LLC	2646817	CrewGuard
Shoes For Crews, LLC	3666305	SHOES FOR CREWS
Shoes for Crews, LLC	3690097	SFC FROGGZ and design 
Shoes for Crews, LLC	2355155	SFC and design 
Shoes for Crews, LLC	1834116	SHOES FOR CREWS
Shoes for Crews, LLC	3792285	MIGHTY MAT!
Shoes for Crews, LLC	4040121	Trade dress (SFC outsole) 
Shoes for Crews, LLC	4139465	BLACK LABEL
Shoes for Crews, LLC	3926809	STAYFIT
Shoes for Crews, LLC	3821884	SHOES FOR CREWS and design (in

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
		color) 
Shoes for Crews, LLC	4129627	SFC PRO and Design 
Shoes for Crews, LLC	4325576	TOPcrews and Design (4 squares) 
Shoes for Crews, LLC	4359245	ACE
Shoes for Crews, LLC	4366039	ACE WORK BOOTS and Design 
Shoes for Crews, LLC	4477683	SFC MIGHTY GRIP
Shoes for Crews, LLC	4581508	TOPCREWS LITE
Shoes for Crews, LLC	4815719	FAST LANE EXCHANGE
Shoes for Crews, LLC	5528145	SPILL GUARD
Shoes for Crews, LLC	5528146	TRIPGUARD
Shoes for Crews, LLC	5528147	ZONE TRACTION
Shoes for Crews, LLC	5482932	FLEX TREAD
Shoes for Crews, LLC	5791299	HOVERLITE
Shoes for Crews, LLC	5242770	SHOES FOR CREWS & Design 

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Shoes for Crews, LLC	5242771	Design Only 
Shoes for Crews, LLC	3785618	MOZO
Shoes for Crews, LLC	3629939	MOZO
Shoes for Crews, LLC	4735217	L & Design 
Shoes for Crews, LLC	5148740	LILA & Design 
Shoes for Crews, LLC	4657686	LILA live. Love. Lila & Design 
Shoes for Crews, LLC	4413711	KEUKA
Shoes for Crews, LLC	4645576	LIVE.LOVE.LILA
Shoes for Crews, LLC	3834437	M & Design 
Shoes for Crews, LLC	3758750	TRIPLEFIT SYSTEM
Shoes for Crews, LLC	3175006	SUREGRIP
Shoes for Crews, LLC	1208581	ENERGAIRE
Shoes for Crews, LLC	5381249	MOZO
Shoes for Crews, LLC	4394726	SFC V-GRIP

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Shoes for Crews, LLC	87/822622	HOVER ^{LT} E
Shoes for Crews, LLC	88248837	GLADIATOR