

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delta Shoe Group, Inc.		10/17/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Merchant Factors Corp.		
Street Address:	1441 Broadway, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73271714	SANDRO MOSCOLONI	
CORRESPONDENCE DATA			
Fax Number:	2146154151		
<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:	(212) 679-5311		
Email:	cboyd@musgrovelaw.com		
Correspondent Name:	Ian Winters c/o Klestadt Winters		
Address Line 1:	570 Seventh Avenue 17th Floor		
Address Line 4:	New York, NEW YORK 10017-6314		
NAME OF SUBMITTER:	Ian Winters		
SIGNATURE:	/Ian Winters/		
DATE SIGNED:	11/20/2019		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of October 17, 2019 by and among Delta Shoe Group, Inc. ("Grantor"), a Florida corporation with its principal place of business located at 1366 NW 78th Avenue, Doral, FL 33126, and MERCHANT FACTORS CORP., (the "Secured Party") a New York corporation with its principal place of business located at 1441 Broadway, 22nd Floor, New York, New York 10018.

RECITALS

WHEREAS, the Grantor and the Secured Party are parties to that certain Discount Factoring Agreement dated as of January 17, 2017 (as the same may be amended, modified, supplemented or restated from time to time, the "Factoring Agreement");

WHEREAS, in order to induce the Secured Party to provide Grantor with factoring and financial related services pursuant to the terms and conditions of the Factoring Agreement, Grantor previously granted Secured Party a senior secured lien and security interest in substantially all of its assets, as set forth more fully in the Factoring Agreement and that certain Inventory Security Agreement of even date, securing Grantor's Obligations under the Factoring Agreement (the "Obligations"); and

WHEREAS, in order to further secure the payment and performance of Grantor's Obligations under the Factoring Agreement, Grantor has agreed to grant the Secured Party a security interest in the Pledged Trademark Collateral (defined below) pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and sufficient consideration, the adequacy and receipt of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Definitions.

(a) Defined Terms in the Guaranty. Unless otherwise defined herein, terms used herein have the meanings given to them in the Guaranty Agreement.

(b) Definitions in this Agreement. The following terms, as used in this Agreement, have the following meanings:

"Goodwill" shall mean, collectively, the goodwill connected with such Grantor's business including all goodwill connected with (i) the use of and symbolized by any Trademark or Intellectual Property with respect to any Trademark in which Grantor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of such Grantor's business.

"Proceeds" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" shall mean, collectively, all trademarks (including service marks), slogans,

logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure the Obligations due to the Secured Party under the terms of the Guaranty Agreement, Grantor hereby pledges and grants to Secured Party a lien on and security interest in and to all of Grantor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

- (a) all now existing or hereafter acquired Trademarks owned by the Grantor in the United States, including, without limitation, those listed on Schedule A attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Termination. Upon the indefeasible payment in full of the Obligations in cash, or the provision of a letter of indemnity in a form and substance acceptable to Secured Party, the Secured Party shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing all of its rights under this Agreement, including, without limitation, the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Agreement.

SECTION 4. Notice of Enforcement. The Secured Party will not attempt to foreclose on, or otherwise enforce, its lien and security interest set forth in Section 2 above unless and until Grantor is in default of its obligations under the Guaranty Agreement and, as applicable, fails to cure such default within ninety (90) days following delivery of notice thereof by the Secured Party to Grantor.

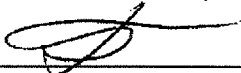
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

DELTA SHOE GROUP, INC.

By: 

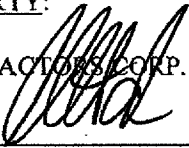
Name: FRANK LORENZO

Title: PRESIDENT

ACCEPTED AND AGREED:

SECURED PARTY:

MERCHANT FACTORS CORP.

By: 

Name: SCOTT HELO

Title: SEVP

SCHEDULE "A"

Trademark	Last Listed Owner	Registrant	Serial Number	Registration Number	Registration Date
Sandro Moscoloni	Delta Shoe Group, Inc.	Camos Corporation	73271714	1186880	January 19, 1982