

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hunter Boot Limited		06/08/2020	Private Limited Company: SCOTLAND
RECEIVING PARTY DATA			
Name:	Pall Mall Secondary AM S.à r.l.		
Street Address:	42, Rue de la Vallée		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-2661		
Entity Type:	Société à Responsabilité Limitée (Sàrl): LUXEMBOURG		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2740877	HUNTER	
Registration Number:	4513417	HUNTER ARGYLL	
Registration Number:	4541643	HUNTER BALMORAL	
Registration Number:	1550244	ROYAL HUNTER	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1229653 TM SENIOR		
NAME OF SUBMITTER:	Chelsea Fish		
SIGNATURE:	/Chelsea Fish/		
DATE SIGNED:	06/08/2020		
Total Attachments: 7			

OP \$115.00 2740877

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THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF JUNE 8, 2020 BETWEEN, AMONG OTHERS, WELLS FARGO CAPITAL FINANCE (UK) LIMITED ("SENIOR FACILITY AGENT") AND THE SENIOR NOTES AGENT (AS DEFINED BELOW), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY HUNTER BOOT LIMITED AND/OR THE OTHER LOAN PARTIES PARTY THERETO PURSUANT TO THAT CERTAIN SENIOR FACILITY AGREEMENT DATED AS OF OCTOBER 19, 2017 AMONG HUNTER BOOT LIMITED, HUNTER BOOT US LLC, THE OTHER LOAN PARTIES PARTY THERETO, SENIOR FACILITY AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO AND THE OTHER ABL FINANCE DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) (THE "SENIOR FACILITY AGREEMENT"), AS SUCH SENIOR FACILITY AGREEMENT AND OTHER ABL FINANCE DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING OR REPLACING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO THE TERMS OF THAT CERTAIN SUBORDINATION DEED (AS MAY BE AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION DEED"), DATED AS OF JUNE 8, 2020, BETWEEN, AMONG OTHERS, THE SENIOR NOTES AGENT, THE JUNIOR NOTES AGENT, THE SENIOR NOTEHOLDERS AND THE JUNIOR NOTEHOLDERS (EACH AS DEFINED HEREIN); AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION DEED; PROVIDED THAT, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION DEED WITH RESPECT TO THE PRIORITY OF ANY LIENS OR THE EXERCISE OF ANY RIGHTS OR REMEDIES, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 8th day of June 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **Pall Mall Secondary AM S.à r.l.**, a company incorporated in Luxembourg with company number B 219.684 (“PM Secondary”), in its capacity as security agent for the Senior Secured Parties under the Notes Issuance Facility Agreement referred to below (in such capacity, together with its successors and assigns in such capacity, “Senior Notes Agent”).

W I T N E S S E T H:

WHEREAS, Hunter Boot Limited, a company incorporated in Scotland with company number SC327869 (“Parent”), among others, has entered into that certain Senior Loan Notes Instrument, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Senior Loan Notes Instrument”), in connection with the issuance of (i) its £9,000,000 secured loan notes (together with any Further Notes, as defined in the Senior Loan Notes Instrument, issued to holders of the same, the “THCP Senior Loan Notes”) to Hunter Newco S.à r.l., a company incorporated in Luxembourg with company number B221752 (“Hunter Newco”) and (ii) its £7,500,000 secured loan notes (together with any Further Notes, as defined in the Senior Loan Notes Instrument, issued to holders of the same, the “SCP Loan Notes” and, together with the THCP Senior Loan Notes, the “Senior Loan Notes”) to Searchlight WEL, L.P., a Guernsey limited partnership with registered number 3611 (“SCP LP” and, together Hunter Newco, the “Senior Noteholders”);

WHEREAS, Wellington B Limited, a company incorporated in England and Wales with company number 07865038 (“Wellington B”) and the Junior Notes Agent, among others, have entered into that certain Junior Loan Notes Instrument, originally dated January 10, 2012 and as amended and restated on May 2, 2018 and as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Junior Loan Notes Instrument” and, together with the Senior Loan Notes Instrument, the “Loan Notes Instruments”), in connection with the issuance by Wellington B of its £25,000,000 secured loan notes (together with any Further Notes, as defined in the Junior Loan Notes Instrument, issued to holders of the same, the “TH Junior Loan Notes”) to Hunter Newco and its £8,333,333 secured loan notes (together with any Further Notes, as defined in the Junior Loan Notes Instrument, issued to holders of the same, the “Pentland Loan Notes” and, together with the TH Junior Loan Notes, the “Junior Loan Notes” and, together with the Senior Loan Notes, the “Loan Notes”) to Pentland Group Limited, a company incorporated in England and Wales with company number 00793577 (“Pentland” and, together with Hunter Newco, the “Junior Noteholders” and, together with the Senior Noteholders, the “Noteholders”). The Junior Loan Notes are fully guaranteed by Parent;

WHEREAS, in connection with the issuance of the Loan Notes pursuant to the Loan Note Instruments, the Noteholders, the Senior Notes Agent, and the Junior Notes Agent have entered into that certain Loan Note Issuance Facility Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the “Note Issuance Facility Agreement”) in respect of the Loan Notes and subject to the terms of the Intercreditor Agreement and the Subordination Deed;

WHEREAS, the Senior Noteholders are willing to enter into the Note Issuance Facility Agreement and the other Senior Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Senior Notes Agent, for the benefit of the Senior Secured Parties, that certain US Security Agreement, dated as of June 8, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “US Security Agreement”); and

WHEREAS, pursuant to the US Security Agreement, Grantors are required to execute and deliver to Senior Notes Agent, for the benefit of the Senior Secured Parties, this Trademark Security Agreement.

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the US Security Agreement or, if not defined therein, in the Note Issuance Facility Agreement and the Subordination Deed, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the US Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Senior Notes Agent, for the benefit of the Senior Secured Parties to secure the Senior Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its U.S. Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SENIOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Senior Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Senior Secured Obligations and would be owed by Grantors, or any of them, to Senior Notes Agent, the Senior Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Senior Notes Agent, for the benefit of the Senior Secured Parties, pursuant to the US Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Senior Notes Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the US Security Agreement, the US Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks (except to the extent any of the following constitutes Excluded Collateral), the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting

Grantors' obligations under this Section, Grantors hereby authorize Senior Notes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Senior Notes Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Senior Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE. JURY TRIAL WAIVER. AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE US SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR

HUNTER BOOT LIMITED

By:



Name: Oliver Haarmann

Title: Director

ACCEPTED AND ACKNOWLEDGED BY:

SENIOR NOTES AGENT:

PALL MALL SECONDARY AM S.À R.L.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR

HUNTER BOOT LIMITED

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:




SENIOR NOTES AGENT:

PALL MALL SECONDARY AM S.À R.L.

By: _____
Name: BRUNO FISCHER
Title: MANAGER

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registration/Applications

Trade Mark	Owner	Country	Application No. / Application Date	Registration No. / Registration Date	Status
HUNTER	Hunter Boot Limited	USA	75/333011 30/Jul/1997	2740877 29/Jul/2003	Registered
HUNTER ARGYLL	Hunter Boot Limited	USA	85/840005 04/Feb/2013	4513417 15/Apr/2014	Registered
HUNTER BALMORAL	Hunter Boot Limited	USA	85/839994 04/Feb/2013	4541643 03/Jun/2014	Registered
HUNTER FIELD logo 	Hunter Boot Limited	USA	79/195076 08/Aug/2016	5450516 24/Apr/2018	Registered
HUNTER logo 	Hunter Boot Limited	USA	79/065344 23/Jan/2009	3876340 16/Nov/2010	Registered
HUNTER logo (monochrome) 	Hunter Boot Limited	USA	79/153665 23/Feb/2016	4903237 23/Feb/2016	Registered
RAIN STARTS PLAY	Hunter Boot Limited	USA	79/207281 16/Nov/2016	5445499 17/Apr/2018	Registered
ROYAL HUNTER	Hunter Boot Limited	USA	73/728056	1550244 01/Aug/1989	Registered