

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cole Haan LLC		09/14/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal St.		
Internal Address:	Mail Code MA5-100-09-12		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	1335632	BRAGANO	
Registration Number:	3949420		
Registration Number:	3949419		
Registration Number:	5476142	COLE HAAN	
Registration Number:	4846585	COLE HAAN	
Registration Number:	1711855	COLE HAAN	
Registration Number:	1607846	COLE HAAN	
Registration Number:	1636109	COLE HAAN	
Registration Number:	3593212	COLE HAAN	
Registration Number:	1737633	COLE HAAN	
Registration Number:	5776709	COLE HAAN AMERICAN CLASSICS DESIGNED INN	
Registration Number:	0832977	COLE-HAAN	
Registration Number:	1791590	COLE-HAAN	
Registration Number:	1698236	COLE-HAAN	
Registration Number:	3948432	GENEVIEVE	
Registration Number:	4856312	GRAND.OS	
Registration Number:	5570537	GRANDPRØ	
Registration Number:	4886391	CHC	
TRADEMARK			

OP \$765.00 1335632

Property Type	Number	Word Mark
Registration Number:	5579659	GRAND
Registration Number:	5570539	ØORIGINALGRAND
Registration Number:	4931412	PINCH HAND SEWN
Registration Number:	4860453	PINCH HAND SEWN
Registration Number:	4931408	PINCH MAINE CLASSIC
Registration Number:	4919050	PINCH MAINE CLASSIC
Registration Number:	4860452	PINCH MAINE CLASSIC
Registration Number:	5570538	ZERØGRAND
Registration Number:	5022847	ZEROGRAND
Serial Number:	88273778	GRANDSHØP
Registration Number:	5922155	GRANDFØAM
Registration Number:	5704300	STITCHLITE

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: 09/14/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”) dated September 14, 2020 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Bank of America, N.A. (“Bank of America”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, CALCEUS ACQUISITION, INC., a Delaware corporation (the “Lead Borrower”), CALCEUS MIDCO, INC., a Delaware corporation (“Holdings”) Bank of America, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and each other party thereto have entered into the Credit Agreement dated as of September 14, 2020 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to extend credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to extend credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A attached hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

COLE HAAN LLC,
as the Grantor

By: 

Name: Thomas Linko

Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 007050 FRAME: 0812

BANK OF AMERICA, N.A.,
as Collateral Agent


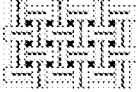






By:




Name: Nicole Cangelosi
Title: SVP

SCHEDULE A

Trademarks and Trademark Applications

COUNTRY	TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER OF RECORD
United States	BRAGANO 	73473643	3-Apr-1984	1335632	14-May-1985	Cole Haan LLC
United States	COLE HAAN WEAVE (repeated) device mark 	77134862	19-Mar-2007	3949420	19-Apr-2011	Cole Haan LLC
United States	COLE HAAN WEAVE (single) device mark 	77134858	19-Mar-2007	3949419	19-Apr-2011	Cole Haan LLC
United States	COLE HAAN	87074,280	16-Jun-2016	5476142	22-May-2018	Cole Haan LLC
United States	COLE HAAN	86087582	9-Oct-2013	4846585	3-Nov-2015	Cole Haan LLC
United States	COLE HAAN	74221148	13-Nov-1991	1711855	1-Sep-1992	Cole Haan LLC
United States	COLE HAAN	74004085	20-Nov-1989	1607846	24-Jul-1990	Cole Haan LLC
United States	COLE HAAN	74053296	26-Apr-1990	1636109	26-Feb-1991	Cole Haan LLC
United States	COLE HAAN	78903121	7-Jun-2006	3593212	17-Mar-2009	Cole Haan LLC
United States	COLE HAAN	74053292	26-Apr-1990	1737633	1-Dec-1992	Cole Haan LLC

COUNTRY	TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER OF RECORD
United States	COLE HAAN AMERICAN CLASSICS DESIGNED IN NEW ENGLAND USA MADE WITH GRAND 360 TRADEMARK (and Design) 	87804047	20-Feb-2018	5776709	11-Jun-2019	Cole Haan LLC
United States	COLE-HAAN	72257538	28-Oct-1966	0832977	1-Aug-1967	Cole Haan LLC
United States	COLE-HAAN	74329526	9-Nov-1992	1791590	7-Sep-1993	Cole Haan LLC
United States	COLE-HAAN	74002386	20-Nov-1989	1698236	30-Jun-1992	Cole Haan LLC
United States	GENEVIEVE	77758343	12-Jun-2009	3948432	19-Apr-2011	Cole Haan LLC
United States	GRAND.OS	86247189	9-Apr-2014	4856312	17-Nov-2015	Cole Haan LLC
United States	GRANDPRØ	87809502	23-Feb-2018	5570537	25-Sep-2018	Cole Haan LLC
United States	MONOGRAM device mark 	86176586	27-Jan-2014	4886391	12-Jan-2016	Cole Haan LLC
United States	Ø GRAND worddevice mark 	87809504	23-Feb-2018	5579659	9-Oct-2018	Cole Haan LLC

COUNTRY	TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER OF RECORD
United States	ØRIGINALGRAND	87809507	23-Feb-2018	5570539	25-Sep-2018	Cole Haan LLC
United States	PINCH HAND SEWN	86668483	19-Jun-2015	4931412	5-Apr-2016	Cole Haan LLC
United States	PINCH HAND SEWN 	86253,138	15-Apr-2014	4860453	24-Nov-2015	Cole Haan LLC
United States	PINCH MAINE CLASSIC	86668403	19-Jun-2015	4931408	5-Apr-2016	Cole Haan LLC
United States	PINCH MAINE CLASSIC 	86430379	21-Oct-2014	4919050	15-Mar-2016	Cole Haan LLC
United States	PINCH MAINE CLASSIC 	86253133	15-Apr-2014	4860452	24-Nov-2015	Cole Haan LLC
United States	ZERØGRAND	87809506	23-Feb-2018	5570538	25-Sep-2018	Cole Haan LLC
United States	ZEROGRAND	85946751	30-May-2013	5022847	16-Aug-2016	Cole Haan LLC
United States	GRANDSHOP	88273778	23-Jan-2019			Cole Haan LLC
United States	GRANDEFØAM	88098217	29-AUG-2018	5922155	26-Nov-2019	Cole Haan LLC
United States	STITCHLITE	87637070	06-OCT-2017	5704300	19-Mar-2019	Cole Haan LLC