

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORVADIRECT.COM LLC		12/23/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	ENCINA BUSINESS CREDIT, LLC		
Street Address:	123 N Wacker		
Internal Address:	Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5188326	SOLES DOT COM	
Registration Number:	4948044	OUTLANDISH	
Registration Number:	3814282	ORVA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-370-4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Joanna McCall		
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:	1310351		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	12/30/2020		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2020, by ORVADIRECT.COM LLC ("Grantor"), in favor of ENCINA BUSINESS CREDIT, LLC, for its own benefit and the benefit of the lenders party to the Loan Agreement (as defined below) (in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, the lenders from time to time party thereto, and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make certain Loans for the benefit of Grantor and Grantor has granted to Agent a continuing security interest in certain Intellectual Property, including the Trademarks and Trademark Licenses (as defined below), subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I hereto, and (ii) the right to obtain all renewals thereof.

(c) "Trademark Licenses" means, collectively, each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule I.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, for its own benefit and the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any "intent-to-use" Trademarks to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark under applicable federal law) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark licensed under any Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any such Trademark.

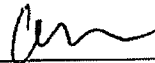
3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent and Lenders pursuant to the Loan Agreement and this Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

[signature pages follow]

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

GRANTOR:

ORVADIRECT.COM LLC


By: 
Name: Abe Shalom
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

ENCINA BUSINESS CREDIT, LLC

By: 
Name: DANIEL ROSS
Title: AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

TRADEMARK

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

A. Trademarks

Mark	Jurisdiction	Serial No./Filing Date	Reg. No./Reg. Date	Status	Current Owner of Record
SOLES DOT COM	US	87052739 27-MAY-2016	5188326 18-APR-2017	Registered	Orvadirect.com LLC
OUTLANDISH	US	86710103 30-JUL-2015	4948044 26-APR-2016	Registered	Orva Stores, Inc. d/b/a Orva Shoes ¹
ORVA	US	77877422 20-NOV-2009	3814282 06-JUL-2010	Registered	Orvadirect.com LLC

B. Trademark Licenses

None.

¹ Mark has been assigned to Orvadirect.com LLC