

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616403

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:	Prospect Capital Corporation, as Collateral Agent		
Street Address:	10 East 40th Street, 42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5188326	SOLES DOT COM	
Registration Number:	3814282	ORVA	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	59297 / 063		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	12/23/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of December 23, 2020 by OrvaDirect.com LLC, a New York limited liability company (the "Grantor"), in favor of Prospect Capital Corporation, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of the date hereof (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date with the Credit Agreement (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Grantor listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

For the avoidance of doubt, the Trademark Collateral shall not include, and nothing in this Trademark Security Agreement shall be deemed to grant a lien on or security interest in, any intent-to-use trademark application until such time, if any, as a Statement of Use or an Amendment to Allege Use has been filed and accepted by the U.S. Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. ABL Intercreditor Agreement. The priority of the Lien granted to the Collateral Agent under this Trademark Security Agreement and the exercise of the rights and remedies of the Collateral Agent hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event

of any conflict between the terms of the ABL Intercreditor Agreement and this Trademark Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

SECTION 6. Miscellaneous. The terms and provisions of Sections 10.5 (“Amendments and Waivers”), 10.6 (“Notices”), 10.7 (“Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial”), 10.8 (“Severability of Provisions”), 10.9 (“Execution in Counterparts”), 10.14 (“No Release”) and 10.16 (“Obligations Absolute”) of the Security Agreement are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Security Agreement and the other Loan Documents. Nothing in this Trademark Security Agreement shall be construed to release any Grantor at any time party to the Security Agreement from its obligations and liabilities thereunder or otherwise affect any of such other Grantor’s obligations or liabilities under any Loan Document.

[Signature Page Follows]

IN WITNESS WHEREOF, the 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.

ORVADIRECT.COM LLC

By:



Name: Abe Shalom

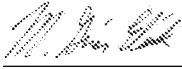
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007145 FRAME: 0157

Accepted and Agreed:

PROSPECT CAPITAL CORPORATION,
as Collateral Agent

By: 

Name: M. Grier Eliasek
Title: President and Chief Operating Officer

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

MARK	JURISDICTION	OWNER	FILED DATE	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
SOLES DOT COM	United States of America	OrvaDirect.com LLC	May 27, 2016	87052739	5188326	April 18, 2017
ORVA	United States of America	OrvaDirect.com LLC	November 20, 2009	77877422	3814282	July 6, 2010