TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616636

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EARTH, INC.		12/24/2020	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	SIENA LENDING GROUP LLC
Street Address:	9 W Broad Street, 5th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06092
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	1371439	EARTH
Registration Number:	1372733	EARTH SHOE
Registration Number:	2249826	EARTH
Registration Number:	2199118	EARTH
Registration Number:	2051653	E
Registration Number:	2050022	NATURE TRAILS
Registration Number:	2498823	E
Registration Number:	2666899	EARTH SHOE
Registration Number:	2428926	KALSO EARTH SHOE
Registration Number:	2607997	GELRON 2000
Registration Number:	2510307	COMFORT WITH AN ATTITUDE
Registration Number:	2685177	EARTH
Registration Number:	2668138	EARTH
Registration Number:	2586906	NEGATIVE HEEL
Registration Number:	3015844	EARTH SPIRIT
Registration Number:	2987695	KALSØ
Registration Number:	2753975	EARTH ORIGINS
Registration Number:	3677917	EARTH
Registration Number:	3600397	MADE ON EARTH

OP $1065.00 1371439

Property Type	Number	Word Mark
Registration Number:	3438992	E
Registration Number:	3558333	GOOD FOR YOU. GOOD FOR THE PLANET.
Registration Number:	3609441	EARTHLINGS
Registration Number:	3526963	EARTH
Registration Number:	3585728	EARTH
Registration Number:	3757587	EARTH
Registration Number:	3982244	EARTHIES
Registration Number:	3879799	E EARTH SPIRIT
Registration Number:	4249379	KALSØ EARTH SHOE
Registration Number:	5070160	CLOUDEASE
Registration Number:	5401252	MICHEL M.
Registration Number:	5734749	POWER PATH
Registration Number:	5788922	EARTH
Registration Number:	5788921	EARTH KALSØ
Registration Number:	5776875	EARTH ORIGINS
Registration Number:	5789385	MODERN WELLNESS FASHION
Registration Number:	5979005	EARTH
Registration Number:	5815163	KALSO GROUNDED
Registration Number:	3688427	PLANET
Registration Number:	4866642	PLANET
Registration Number:	4574795	
Registration Number:	2502759	PLANET SHOES
Registration Number:	2520849	PLANETSHOES.COM

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

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:	Jessica Hildebrandt
SIGNATURE:	/Jessica Hildebrandt/
DATE SIGNED:	12/24/2020

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of December 24, 2020 by EARTH, INC., a Massachusetts corporation ("Earth" and together with any other Person why from time to time becomes a Borrower under the Loan Agreement, collectively, the "Grantors" and each individually, a "Grantor") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and permitted assigns under the Loan Agreement referred to below, "Lender").

W I T N E S S E T H

WHEREAS, each Grantor and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, Each Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

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

1. Loan Agreement; Defined Terms. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement. This Agreement shall terminate concurrent with the termination of the Loan Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each registered trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright (provided that, for the avoidance of doubt, Schedule 1 shall not list, and no security interest shall be granted under this Agreement in, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law); and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a)

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infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, each Grantor shall have the right to abandon, modify, or decline to maintain any application or registration with respect to any of such Grantor's Trademarks, Copyrights or Patents, in such Grantor's sole discretion; provided that, for such assets which are substantially material to the ongoing business of Grantor, such Grantor shall promptly (but in any event within thirty (30) days thereafter) notify Lender in writing of any such abandonment, modification, or non-maintenance.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights registered to such Grantor as of the date hereof with the United States Patent and Trademark Office or the United States Copyright Office (other than intent-to-use trademark applications referred to above).

4. Right to Bring Suit. Each Grantor shall have the right to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT

ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

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IN WITNESS WHEREOF, Each Grantor has duly executed this Agreement as of the date first written above.

EARTH, INC.

By: _____
Name: Philippe Meynard
Title: CEO & Chairman

[Signature page to Intellectual Property Security Agreement]

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: _____
Name: Ernest Abate
Title: Authorized Signatory

By: _____
Name: Anthony Lavino
Title: Authorized Signatory

[Signature page to Intellectual Property Security Agreement]

COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Norfolk

On this 30th day of December, 2020, before me, the undersigned notary public, personally appeared Philippe Meynard, as CEO & Chairman for Earth, Inc., a Massachusetts corporation, proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

September 27, 2024

(SEAL)

MICHAEL H. ARONSON
MY COMMISSION EXPIRES ON 09-27-2024
COMMONWEALTH OF MASSACHUSETTS
NOTARY PUBLIC

Acknowledgement to Intellectual Property Security Agreement

SCHEDULE 1

(a) Patents

Grantor	Patent	Registration Date	Patent Number
Earth, Inc.	SHOE (GRIFFIN)	26-Jun-12	D662292
Earth, Inc.	SHOE SOLE	25-Mar-03	D472038
Earth, Inc.	FOOTBED	N/A Filing Date: 29-Mar-19	N/A Serial No.: 29/685785

(b) Trademarks

Grantor	Trademark	Registration Date	Registration Number
Earth, Inc.	卡尔索地球鞋 EARTH	19-Nov-85	1371439
Earth, Inc.	EARTH SHOE	26-Nov-85	1372733
Earth, Inc.	EARTH	1-Jun-99	2249826
Earth, Inc.	EARTH	20-Oct-98	2199118
Earth, Inc.		8-Apr-97	2051653

Grantor	Trademark	Registration Date	Registration Number
Earth, Inc.	NATURE TRAILS	1-Apr-97	2050022
Earth, Inc.		16-Oct-01	2498823
Earth, Inc.	EARTH SHOE	24-Dec-02	2666899
Earth, Inc.	KALSO EARTH SHOE	13-Feb-01	2428926
Earth, Inc.	GELRON 2000	13-Aug-02	2607997
Earth, Inc.	COMFORT WITH AN ATTITUDE	20-Nov-01	2510307
Earth, Inc.	earth	11-Feb-03	2685177
Earth, Inc.	earth	31-Dec-02	2668138
Earth, Inc.	NEGATIVE HEEL	25-Jun-02	2586906
Earth, Inc.	EARTH SPIRIT	15-Nov-05	3015844
Earth, Inc.	KALSØ	23-Aug-05	2987695

[Schedule 1 Intellectual Property Security Agreement]

6380365.5

Grantor	Trademark	Registration Date	Registration Number
Earth, Inc.	EARTH ORIGINS	19-Aug-03	2753975
Earth, Inc.	EARTH	1-Sep-09	3677917
Earth, Inc.	MADE ON EARTH	31-Mar-09	3600397
Earth, Inc.		3-Jun-08	3438992
Earth, Inc.	GOOD FOR YOU. GOOD FOR THE PLANET.	6-Jan-09	3558333
Earth, Inc.	EARTHLINGS	21-Apr-09	3609441
Earth, Inc.	EARTH	4-Nov-08	3526963
Earth, Inc.	earth	10-Mar-09	3585728
Earth, Inc.	earth	9-Mar-10	3757587
Earth, Inc.	EARTHIES	21-Jun-11	3982244

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Grantor	Trademark	Registration Date	Registration Number
Earth, Inc.	EARTH SPIRIT	23-Nov-10	3879799
Earth, Inc.	KALSØ earth shoe	27-Nov-12	4249379
Earth, Inc.	CLOUDEASE	25-Oct-16	5070160
Earth, Inc.	MICHEL M.	13-Feb-18	5401252
Earth, Inc.	POWER PATH	23-Apr-19	5734749
Earth, Inc.	earth	25-Jun-19	5788922
Earth, Inc.	earth KALSØ	25-Jun-19	5788921
Earth, Inc.	earth ORIGINS	11-Jun-19	5776875

[Schedule 1 Intellectual Property Security Agreement]

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Grantor	Trademark	Registration Date	Registration Number
Earth, Inc.	MODERN WELLNESS FASHION	25-Jun-19	5789385
Earth, Inc.	EARTH	4-Feb-20	5979005
Earth, Inc.	KALSO GROUNDED	23-Jul-19	5815163
Earth, Inc.	PLANET	29-Sep-09	3688427
Earth, Inc.	Planet	8-Dec-15	4866642
Earth, Inc.		29-Jul-14	4574795
Earth, Inc.	PLANET SHOES	30-Oct-01	2502759
Earth, Inc.	PLANETSHOES.COM	18-Dec-01	2520849
Earth, Inc.	地球 (EARTH IN CHINESE CHARACTERS)	22-Dec-20	52392699
Earth, Inc.	地球鞋 (EARTH SHOES IN CHINESE CHARACTERS)	22-Dec-20	52370522

(c) Copyrights

Grantor	Copyright	Registration Date	Registration Number
Earth, Inc., as successor-in-interest to Meynard Designs, Inc.*	Earth : spring 2006 catalog.	5-Jun-06	TXu001304780

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Grantor	Copyright	Registration Date	Registration Number
Earth, Inc., as successor-in-interest to Meynard Designs, Inc.*	Different like you : spring 2007 catalog.	28-Mar-07	TX0006561230

* Meynard Designs, Inc. was merged with and into Earth, Inc. on December 28, 2017; these Copyright registrations still reflect the holder as Meynard Designs, Inc.

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POWER OF ATTORNEY

EARTH, INC., a Massachusetts corporation ("Grantor"), hereby authorizes SIENA LENDING GROUP LLC, its successors and permitted assigns under the Loan Agreement referred to below, ("Lender") under that certain Loan and Security Agreement among Lender and Grantor dated as of even date herewith (as it may hereafter be amended, modified or restated from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor, certain other Loan Party Obligors, as grantors and Lender dated the date hereof (as it may hereafter be supplemented, restated, or amended, the "Intellectual Property Agreement"), including, without limitation, the power to record its security interest in any Trademarks, Patents and Copyrights (as defined in the Intellectual Property Agreement) registered in the name of Grantor or additional trademarks, patents and copyrights registered in the name of Grantor, in each case in which the Lender is granted a security interest by Grantor, in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney under seal, this 23 day of December, 2020.

EARTH, INC.

By: _____
Name: Philippe Meynard
Title: CEO & Chairman

[Signature page to Power of Attorney to Intellectual Property Security Agreement]

COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Norfolk

On this 23rd day of December, 2020, before me, the undersigned notary public, personally appeared Philippe Meynard, as CEO & Chairman for Earth, Inc., a Massachusetts corporation, proved to me through satisfactory evidence of identification, which was Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

September 27, 2024

(SEAL)

MICHAEL H. ARONSON
MY COMMISSION EXPIRES ON 09-27-2024
COMMONWEALTH OF MASSACHUSETTS
NOTARY PUBLIC

[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement]