

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617449

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ESO ACTIVE LLC		12/29/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPITAL DYNAMICS US, INC.		
<b>Street Address:</b>	452 5th Avenue, 29th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2580230	AIR BED	
<b>Registration Number:</b>	2568426	AIR COIL	
<b>Registration Number:</b>	2423876	AIR SURGE	
<b>Registration Number:</b>	1735733	AIR THUNDER	
<b>Registration Number:</b>	2454304	AIR TRANSFER	
<b>Registration Number:</b>	2586639	CAGE	
<b>Registration Number:</b>	3804082	ECO-SOLE	
<b>Registration Number:</b>	3854330	EXERTONE	
<b>Registration Number:</b>	2543423	FLEX-TECH	
<b>Registration Number:</b>	3955243	FLEX-TONE	
<b>Registration Number:</b>	4915094	KIDS U	
<b>Registration Number:</b>	2948812	KIDS UNIVERSITY	
<b>Registration Number:</b>	1828938	SURE TRED	
<b>Registration Number:</b>	3738240	TODDLER UNIVERSITY	
<b>Registration Number:</b>	1797111	TRAIL LITES	
<b>Registration Number:</b>	2574522	TURBO AIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		

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TRADEMARK

**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:** 9498527792  
**Email:** ipprosecution@orrick.com  
**Correspondent Name:** ORRICK, HERRINGTON & SUTCLIFFE LLP  
**Address Line 1:** 2050 MAIN STREET, SUITE 1100  
**Address Line 4:** Irvine, CALIFORNIA 92614-8255

<b>ATTORNEY DOCKET NUMBER:</b>	22607.23
<b>NAME OF SUBMITTER:</b>	Victor Santos
<b>SIGNATURE:</b>	/Victor Santos/
<b>DATE SIGNED:</b>	12/30/2020

**Total Attachments: 6**

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source=Galaxy Brands - Trademark Security Agreement (executed) 4125-2614-9930 1#page6.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2020 (this “Trademark Security Agreement”), made by ESO ACTIVE LLC, a Delaware limited liability company (the “Grantor”), in favor of CAPITAL DYNAMICS US, INC., as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

Reference is made to the Term Loan and Security Agreement, dated as of December 29, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Loan Agreement”), among GALAXY UNIVERSAL LLC, a Delaware limited liability company (the “Borrower”), GALAXY INTERMEDIATE LLC, a Delaware limited liability company (“Holdings”), the guarantor subsidiaries party thereto from time to time (together with the Borrowers and Holdings, collectively, the “Loan Parties”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually a “Lender”) and the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Loan Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under all Trademarks (as defined in the Loan Agreement) now owned or at any time hereafter acquired by the Grantor, including (a) the trademarks and trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

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 Administrative Agent pursuant to the Loan Agreement, and the Administrative Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns. This Trademark Security Agreement is an Other Document.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

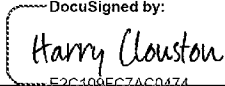
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Loan Agreement in accordance with its terms, the Administrative Agent shall, if requested by the Grantor and at the Grantor's sole expense, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature pages follow]

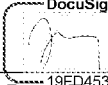
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

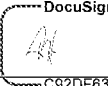
ESO ACTIVE LLC,  
as Grantor

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Harry Clouston  
Title: Vice President

Accepted and Agreed:

CAPITAL DYNAMICS US, INC.,  
as Administrative Agent

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Jens Ernberg  
Title: Managing Director

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Thomas Hall  
Title: Managing Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>SERIAL NO. (FILING DATE)</b>	<b>REG. NO. (REG. DATE)</b>	<b>STATUS</b>	<b>GOODS</b>
<b>AIR BED</b>	USA	76/202,437 (1/30/2001)	2,580,230 (6/11/2002)	Registered	Footwear
<b>AIR BED</b>	CANADA	1232100 (9/30/2004)	699,202 (10/23/2007)	Registered	Footwear, namely, boots, shoes, sneakers, sandals and athletic shoes
<b>AIR COIL</b>	USA	76/180,322 (12/13/2000)	2,568,426 (5/7/2002)	Registered	Footwear
<b>AIR DEFENSE</b>	CANADA	1019725 (6/21/1999)	564,416 (7/8/2002)	Registered	Footwear
<b>AIR FLASH</b>	CANADA	1019724 (6/21/1999)	564,415 (7/8/2002)	Registered	Footwear
<b>AIR SURGE</b>	USA	75/573447 (10/19/1998)	2,423,876 (1/23/2001)	Registered	Footwear
<b>AIR THUNDER</b>	USA	74/193,100 (8/9/1991)	1,735,733 (11/24/1992)	Registered	Footwear
<b>AIR TRANSFER</b>	USA	75/903155 (1/26/2000)	2,454,304 (5/22/2001)	Registered	Footwear
<b>AIR TRANSFER</b>	CANADA	1232722 (10/6/2004)	649,284 (9/29/2005)	Registered	Footwear, namely, boots, shoes, sneakers, sandals and athletic shoes
<b>CAGE</b>	USA	76/303,071 (8/22/2001)	2,586,639 (6/25/2002)	Registered	Footwear
<b>ECO-SOLE</b>	USA	77/620,456 (11/24/2008)	3,804,082 (6/15/2010)	Registered	Footwear
<b>EXERTONE</b>	USA	77/541,714 (8/7/2008)	3,854,330 (9/28/2010)	Registered	Footwear
<b>FLEX-TECH</b>	USA	75/843,143 (11/8/1999)	2,543,423 (2/26/2002)	Registered	Footwear
<b>FLEX-TONE</b>	USA	77/541,695 (8/7/2008)	3,955,243 (5/3/2011)	Registered	Footwear
<b>KIDS U</b>	USA	86/534.589 (2/13/2015)	4,915,094 (3/8/2016)	Registered	Footwear
<b>KIDS UNIVERSITY</b>	USA	76/406,403 (5/13/2002)	2,948,812 (5/10/2005)	Registered	Footwear

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)	STATUS	GOODS
<b>SURE TRED</b>	USA	74/347,319 (1/11/1993)	1,828,938 (3/29/1994)	Registered	Footwear
<b>TODDLER UNIVERSITY</b>	USA	78/805,215 (02/02/2006)	3,738,240 (1/12/2010)	Registered	Footwear
<b>TRAIL LITES</b>	USA	74/298,445 (7/27/1992)	1,797,111 (10/5/93)	Registered	Footwear
<b>TRED SAFE</b>	BRAZIL	818,122,735 (10/19/1994)	818,112,735 (9/3/96)	Registered	Footwear
<b>TRED SAFE</b>	CHINA	94108657 (10/24/1994)	882190 (10/14/96)	Registered	Footwear
<b>TRED SAFE</b>	MEXICO	1606407 (5/6/2015)	1587408 (11/6/2015)	Registered	Footwear
<b>TURBO AIR</b>	USA	76/186,876 (12/28/00)	2,574,522 (5/28/02)	Registered	Footwear