

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fitflop Limited		01/14/2021	Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Aurelius Finance Company Limited		
Street Address:	33 Glasshouse Street		
Internal Address:	6th Floor		
City:	London		
State/Country:	GREAT BRITAIN		
Postal Code:	W1B 5DG		
Entity Type:	Corporation: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3360622	FITFLOP	
Registration Number:	5263167	FITFLOP	
Registration Number:	3816121	FITFLOP	
Registration Number:	6039715	MADE FOR LIVING IN	
Registration Number:	3498975	MICROWOBBLEBOARD	
Registration Number:	4704636	SUPERCOMFF	
Registration Number:	3724727	WALKSTAR	
Registration Number:	6085456	WALKSTAR	
Registration Number:	4723992	FITFLOP	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 5000		

CH \$240.00 3360622

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER: William L. Bartow

SIGNATURE: /williamlbartow/

DATE SIGNED: 02/12/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14 day of January, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **AURELIUS FINANCE COMPANY LIMITED**, a company incorporated in England & Wales with number 10773394 ("Aurelius"), in its capacity as Lender (in such capacity, together with its successors and assigns in such capacity, the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain facility agreement, dated as of January 14 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Facility Agreement"), by and among the companies named in the Facility Agreement as borrowers, each a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lender party thereto as "Lender" (together with its successors and assigns, is referred to hereinafter as a "Lender"), the Lender has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the financial accommodations to Borrowers as provided for in the Facility Agreement and the other Finance Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Lender, for its benefit, that certain Security Agreement, dated as of January 14, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Lender, for its benefit, this Trademark Security Agreement.

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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Facility Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to the Lender, for its benefit, to secure the Secured Liabilities, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

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

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(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender, for its benefit, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement is a Finance Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

5. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

FITFLOP LIMITED

DocuSigned by:
Anne Mansbridge
By: _____
Name: Anne Mansbridge
Title: Director

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

AURELIUS FINANCE COMPANY LIMITED

DocuSigned by:
Karun Dhir
By: _____
Name: Karun Dhir
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Type of IP	Title/Mark	Application/Registration Number	Territory	Registration Date
FitFlop Limited	INTERNATIONAL TRADEMARK	Gogh	IR 1065029	Australia, Botswana, Switzerland, China, Eu, Kenya, Rep Of Korea, Mozambique, Namibia, Norway, Oman, Russia, Singapore, USA, Vietnam	23/12/10
FitFlop Limited	INTERNATIONAL TRADEMARK	Fitman	IR 1132903	Australia, Norway, Switzerland, Turkey, China, Vietnam, Japan, EU, Rep Of Korea, Singapore, Philippines	21/08/12
FitFlop Limited	INTERNATIONAL TRADEMARK	Wear The Shoes. Rule The World	IR 1124752	Australia, Switzerland, Eu, Japan, South Korea, Norway, Singapore, Turkey, Vietnam	16/04/12
FitFlop Limited	DESIGN	Arena Slide	001892381-0014	EU	19/07/11
FitFlop Limited	DESIGN	Arena	001892381-0005	EU	19/07/11
FitFlop Limited	DESIGN	Banda	002239657-0004	EU	29/05/13

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Grantor	Type of IP	Title/Mark	Application/Registration Number	Territory	Registration Date
FitFlop Limited	DESIGN	Banda Slide	002239657-0001	EU	29/05/13
FitFlop Limited	TRADEMARK	Dynamicushion	016103731	EU	14/03/17
FitFlop Limited	3D TRADEMARK	Electra	08772915	EU	25/06/14
FitFlop Limited	TRADEMARK	FF Superboot	009157331	EU	26/10/10
FitFlop Limited	TRADEMARK	Ffundation	011412848	EU	29/04/13
FitFlop Limited	TRADEMARK	FitFlop	04801817	EU	23/02/07
FitFlop Limited	TRADEMARK	FitFlop	012125092	EU	27/06/14
FitFlop Limited	TRADEMARK	FitFlop Circular Logo	006539753	EU	17/06/14
FitFlop Limited	TRADEMARK	FitFlop Superboot	009157314	EU	26/10/10
FitFlop Limited	TRADEMARK	Fitwear	008257495	EU	29/04/09
FitFlop Limited	3D TRADEMARK	Freeway	08773566	EU	25/06/14
FitFlop Limited	TRADEMARK	Get A Workout While You Walk	009082462	EU	09/11/10
FitFlop Limited	TRADEMARK	Gogh	IR 1065029	EU	23/12/10
FitFlop Limited	TRADEMARK	Happiness At Your Feet	011547478	EU	24/05/13
FitFlop Limited	TRADEMARK	Iqushion	015175474	EU	15/06/16
FitFlop Limited	TRADEMARK	Microwobbleboard	07596935	EU	01/09/09

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TRADEMARK
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Grantor	Type of IP	Title/Mark	Application/Registration Number	Territory	Registration Date
FitFlop Limited	TRADEMARK	Name Drop	010439768	EU	09/03/12
FitFlop Limited	TRADEMARK	Supercomff	012031266	EU	05/12/13
FitFlop Limited	TRADEMARK	Supertone	009157348	EU	26/10/10
FitFlop Limited	TRADEMARK	Walkstar	008450363	EU	21/09/10
FitFlop Limited	3D TRADEMARK	Walkstar 3	08773798	EU	25/06/14
FitFlop Limited	TRADEMARK	With The Gym Built In	009365206	EU	04/02/11
FitFlop Limited	TRADEMARK	Work Miracles	010992246	EU	09/10/12
FitFlop Limited	TRADEMARK	Fitwear	3020120279	Germany	30/05/12
FitFlop Limited	TRADEMARK	Fitwear FF2	30 2012 027987.2	Germany	30/05/12
FitFlop Limited	TRADEMARK	Anatomicush	3123807	UK	20/11/15
FitFlop Limited	TRADEMARK	Animal Royalty	3135913	UK	08/04/16
FitFlop Limited	TRADEMARK	Due	2631850	UK	16/08/12
FitFlop Limited	TRADEMARK	Dynamicushion	3238746	UK	08/09/17
FitFlop Limited	TRADEMARK	Engineered For Superwomen	3146845	UK	28/01/16
FitFlop Limited	TRADEMARK	Ergonomax	3123806	UK	20/11/15
FitFlop Limited	TRADEMARK	Ergonomicush	3123332	UK	20/11/15

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Grantor	Type of IP	Title/Mark	Application/Registration Number	Territory	Registration Date
FitFlop Limited	TRADEMARK	Feet Dreams	2645733	UK	11/12/12
FitFlop Limited	TRADEMARK	FF Superboot	2545298	UK	06/08/10
FitFlop Limited	TRADEMARK	FF Supertone	2544170	UK	23/07/10
FitFlop Limited	TRADEMARK	FF Supertrainer	2543981	UK	06/08/10
FitFlop Limited	TRADEMARK	Fit Flop	2407826	UK	04/08/06
FitFlop Limited	TRADEMARK	FitFlop	3224700	UK	21/07/17
FitFlop Limited	TRADEMARK	FitFlop And Series	3324700	UK	12/04/17
FitFlop Limited	TRADEMARK	FitFlop Circular Logo	2521468	UK	27/06/14
FitFlop Limited	TRADEMARK	FitFlop Ff2	2616037	UK	29/03/12
FitFlop Limited	TRADEMARK	FitFlop Ffx	2627869	UK	11/07/12
FitFlop Limited	TRADEMARK	FitFlop Rectangular Logo (Series Of 2)	3224987	UK	28/07/17
FitFlop Limited	TRADEMARK	FitFlop Superboot	2533737	UK	27/06/14
FitFlop Limited	TRADEMARK	Fitman	2611443	UK	28/09/12
FitFlop Limited	TRADEMARK	Get Your Socks Off	2559223	UK	25/12/10
FitFlop Limited	TRADEMARK	Go To Work On Your Legs	2540911	UK	18/06/10
FitFlop Limited	TRADEMARK	Gogh	2555664	UK	12/11/10

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Grantor	Type of IP	Title/Mark	Application/Registration Number	Territory	Registration Date
FitFlop Limited	TRADEMARK	Iqushion	3238747	UK	Registration
FitFlop Limited	TRADEMARK	Made For Living In	3318727	UK	07/09/18
FitFlop Limited	TRADEMARK	Made For Superwomen	3146848	UK	Registration
FitFlop Limited	TRADEMARK	Microwobbleboard	2480284	UK	04/07/08
FitFlop Limited	TRADEMARK	Put a Pair On. Take a Load Off	2615720	UK	20/07/12
FitFlop Limited	TRADEMARK	Put a Smile on your Feet	2651312	UK	10/05/13
FitFlop Limited	TRADEMARK	Renwool	3130679	UK	08/01/16
FitFlop Limited	TRADEMARK	Shock Block	2504350	UK	Registration
FitFlop Limited	TRADEMARK	Shuv	2599314	UK	03/02/12
FitFlop Limited	TRADEMARK	Special Ffx	2616038	UK	20/07/12
FitFlop Limited	TRADEMARK	Superboot	2533735	UK	04/03/11
FitFlop Limited	TRADEMARK	Supercomff	3238764	UK	06/10/17
FitFlop Limited	TRADEMARK	Supertone	2541169	UK	16/07/10
FitFlop Limited	TRADEMARK	Supertrain	2543986	UK	09/07/10
FitFlop Limited	TRADEMARK	Supporting Superwomen	3146847	UK	Registration
FitFlop Limited	TRADEMARK	Symbiotix	2637472	UK	11/01/13

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Grantor	Type of IP	Title/Mark	Application/Registration Number	Territory	Registration Date
FitFlop Limited	TRADEMARK	The Flip Flop with the Gym Built In	2455661	UK	08/02/08
FitFlop Limited	TRADEMARK	Walkstar	2507368	UK	15/05/09
FitFlop Limited	TRADEMARK	Waterslide	2570473	UK	22/04/11
FitFlop Limited	TRADEMARK	Wear The Shoes. Rule The World	2597834	UK	20/01/12
FitFlop Limited	TRADEMARK	Wunderbar	2620575	UK	17/08/12
FitFlop Limited	TRADEMARK	Zip Flop	2624612	UK	21/09/12
FitFlop Limited	TRADEMARK	FitFlop	3360622	USA	25/12/07
FitFlop Limited	TRADEMARK	FitFlop	5263167	USA	15/09/17
FitFlop Limited	TRADEMARK	FitFlop	4273992	USA	21/04/15
FitFlop Limited	TRADEMARK	FitFlop Rectangular Logo	3816121	USA	13/07/10
FitFlop Limited	TRADEMARK	Gogh	3996004	USA	19/07/11
FitFlop Limited	TRADEMARK	Gogh	IR 1065029	USA	23/12/10
FitFlop Limited	TRADEMARK	Made For Living In	6039715	USA	28/04/20
FitFlop Limited	TRADEMARK	Microwobbleboard	3498975	USA	09/09/13
FitFlop Limited	TRADEMARK	Supercomff	4704636	USA	17/03/15
FitFlop Limited	TRADEMARK	Walkstar	3724727	USA	15/12/09

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TRADEMARK
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Grantor	Type of IP	Title/Mark	Application/Registration Number	Territory	Registration Date
FitFlop Limited	TRADEMARK	Wonderwelly	3381398	UK	07/03/19
FitFlop Limited	TRADEMARK	Wonderwelly	3381398	UK	24/05/19
FitFlop Limited	TRADEMARK	Walkstar	6085456	USA	23/06/20

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

Intercompany Agreement between FitFlop Limited and FitFlop USA LLC dated November 1, 2010

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