

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM641335

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Trademark Security Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900606086

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tishkoff Enterprises, LLC		12/30/2020	Limited Liability Company: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	FIRST FINANCIAL BANK f/k/a First Financial Bank, National Association
<b>Street Address:</b>	255 East Fifth Street
<b>Internal Address:</b>	Suite 800
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45202
<b>Entity Type:</b>	State Chartered Bank: OHIO

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4022773	DREW FIT. COMFORT. STYLE.
<b>Registration Number:</b>	3110299	GRIP LOCK
<b>Registration Number:</b>	3077702	STANDING COMFORT
<b>Registration Number:</b>	3071693	STANDING COMFORT
<b>Registration Number:</b>	3710030	WHEN IT COMES TO YOUR FOOTWEAR SIZE DOES
<b>Registration Number:</b>	3528350	
<b>Registration Number:</b>	2674576	PLUS FITTING SYSTEM
<b>Registration Number:</b>	2624734	DREW
<b>Registration Number:</b>	2654166	FOOTSAVER
<b>Registration Number:</b>	2621141	THERE'S A DREW THAT'S FIT FOR YOU
<b>Registration Number:</b>	2634949	DREW
<b>Registration Number:</b>	2594366	BAREFOOT FREEDOM
<b>Registration Number:</b>	1779715	ROS HOMMERSON
<b>Registration Number:</b>	1457529	BAREFOOT FREEDOM
<b>Registration Number:</b>	1431217	FOOT FRIENDS
<b>Registration Number:</b>	1408592	BELLINI

**CORRESPONDENCE DATA****Fax Number:** 2025339099*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:** 2024678800**Email:** behogue@vorys.com**Correspondent Name:** Vorys, Sater, Seymour and Pease LLP**Address Line 1:** P.O. Box 2255 -- IPLAW@Vorys**Address Line 2:** Attn: Laura T. Geyer**Address Line 4:** Columbus, OHIO 43216-2255**ATTORNEY DOCKET NUMBER:** 059684-000179**NAME OF SUBMITTER:** Bernice Hogue**SIGNATURE:** /bernice hogue/**DATE SIGNED:** 04/22/2021**Total Attachments: 6**

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**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of December 30, 2020 (the "Effective Date"), by and between **TISHKOFF ENTERPRISES, LLC**, an Ohio limited liability company ("Debtor"), in favor of **FIRST FINANCIAL BANK**, an Ohio state chartered bank (formerly known as First Financial Bank, National Association, a national banking association), located at 255 East Fifth Street, Suite 800, Cincinnati, Ohio 45202 ("Secured Party"). Debtor and Secured Party hereby agree as follows:

**Preliminary Statements**

**A.** Debtor and Secured Party have entered into that certain Trademark Security Agreement dated as of December 31, 2015 (as heretofore amended, restated, supplemented, modified or otherwise revised from time to time, the "Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Security Agreement.

**B.** Concurrently herewith, Debtor, its affiliate, Denmarc Properties, LLC, as Guarantor, and Secured Party are entering into an Amended and Restated Loan Agreement dated as of even date herewith and, in connection therewith, desire to amend the Security Agreement.

**C.** Debtor and Secured Party desire to make certain amendments to the Security Agreement, as set forth herein.

**Statement of Agreement**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

**1. Amendments to Security Agreement.**

**1.1** The second paragraph of the Security Agreement is hereby amended by adding the following phrase at the beginning thereof immediately prior to the words "Debtor hereby grants":

"As security for the payment and performance of all of the Obligations,"

**1.2** Section 1 of the Security Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

**"1. OBLIGATIONS:** The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Amended and Restated Loan Agreement dated as of December 30, 2020 by and among, Debtor, as Borrower, **DENMARC PROPERTIES, LLC**, as Guarantor, and Secured Party (together with any amendments, modifications, or restatements thereof, the "Loan Agreement")."

**1.3** Each reference to "Tishkoff Obligations" contained in the Security Agreement shall be replaced by a reference to "Obligations".

**1.4** Each reference to "Borrower Security Agreement" contained in the Security Agreement shall be replaced by a reference to "Tishkoff Security Agreement".

**1.5** The Security Agreement is hereby amended by deleting Schedule I in its entirety and replacing it with Schedule I attached hereto.

**2. Continuing Effect of Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Security Agreement are ratified and confirmed and remain in full force and effect. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, or extinguish the creation, attachment, perfection or priority of the security interest and other liens on the Trademark Collateral granted pursuant to the Security Agreement. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral as security for the Obligations, and Debtor acknowledges and confirms that the grants of such Liens to Secured Party on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens.

3. **One Agreement; References; Electronic Signature.** The Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Security Agreement will be deemed to be a reference to the Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

4. **Captions; Counterparts.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

5. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

**DEBTOR:**

**TISHKOFF ENTERPRISES, LLC**

By: 

Marc A. Tishkoff, President

**SECURED PARTY:**

**FIRST FINANCIAL BANK**

By: \_\_\_\_\_

Taylor S. Materna, Vice President

SIGNATURE PAGE TO  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT  
(TISHKOFF)

**TRADEMARK**  
**REEL: 007263 FRAME: 0139**

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

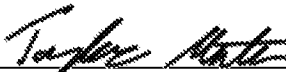
**DEBTOR:**

**TISHKOFF ENTERPRISES, LLC**

By: \_\_\_\_\_  
Marc A. Tishkoff, President

**SECURED PARTY:**

**FIRST FINANCIAL BANK**

By:  \_\_\_\_\_  
Taylor S. Materna, Vice President

**SCHEDULE I**

**TRADEMARKS AND LICENSES**

1. Registered/Pending Trademarks

<b>Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
DREW FIT. COMFORT. STYLE.	85242840	February 15, 2011	4022773	September 6, 2011
GRIP LOCK	78458234	July 28, 2004	3110299	June 27, 2006
STANDING COMFORT and Design	78458031	July 28, 2004	3077702	April 4, 2006
STANDING COMFORT	78198458	December 30, 2002	3071693	March 21, 2006
WHEN IT COMES TO YOUR FOOTWEAR SIZE DOES MATTER	77548309	August 15, 2008	3710030	November 10, 2009
Design	77181523	May 15, 2007	3528350	November 4, 2008
PLUS FITTING SYSTEM and Design	76354638	January 3, 2002	2674576	January 14, 2003
DREW and Design	76336760	November 13, 2001	2624734	September 24, 2002
FOOTSAVER	76350344	December 19, 2001	2654166	November 26, 2002
THERE'S A DREW THAT'S FIT FOR YOU	76341388	November 23, 2001	2621141	September 17, 2002
DREW	76341387	November 23, 2001	2634949	October 15, 2002
BAREFOOT FREEDOM	76341386	November 23, 2001	2594366	July 16, 2002
ROS HOMMERSON	74213921	October 21, 1991	1779715	June 29, 1993
BAREFOOT FREEDOM	73628758	November 5, 1986	1457529	September 15, 1987
FOOT FRIENDS	73600098	May 22, 1986	1431217	March 3, 1987
BELLINI	73487300	June 27, 1984	1408592	September 9, 1986

2. State and Common Law Trade Names and Trademarks

None.

3. Trademark License Rights

<b>Mark</b>	<b>Owner</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
Penny Loves Kenny	Titan Footware, LLC.	77708638	April 7, 2009	3698785	October 20, 2009