

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
dck Worldwide Holdings Inc.		07/06/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Capstone Capital Group, LLC		
Street Address:	810 Seventh Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Capstone Business Funding, LLC		
Street Address:	810 Seventh Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3541453	DCK WORLD WIDE	
CORRESPONDENCE DATA			
Fax Number:	2026288844		
<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:	202-624-2500		
Email:	afield@crowell.com		
Correspondent Name:	CROWELL & MORING LLP		
Address Line 1:	P.O. BOX 14300		
Address Line 4:	WASHINGTON, D.C. 20044-4300		
ATTORNEY DOCKET NUMBER:	116783.0000047		
NAME OF SUBMITTER:	Alison J. Field		
SIGNATURE:	/Alison J. Field/		

OP \$40.00 3541453

DATE SIGNED:	07/06/2021
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 6, 2021 (as amended, restated, amended and restated, supplemented, modified or replaced from time to time, this "**Agreement**"), between dck Worldwide Holdings Inc., a Delaware corporation (the "**Grantor**"), and Capstone Capital Group, LLC, a Delaware corporation ("**CCG**") and Capstone Business Funding, LLC, a Delaware corporation ("**CBF**" and with CCG the "**Secured Party**").

WHEREAS, Grantor has entered into Purchase Order Financing Agreements with CCG, a Master Purchase and Sale Agreement with CBF and has agreed to guarantee certain Purchase Order Financing Agreements and Master Purchase Agreements between subsidiaries of Grantor and the Secured Parties (as amended, restated, amended and restated, supplemented, modified or replaced from time to time, the "**Credit Documents**"), with the Secured Party pursuant to which the Secured Party, subject to the terms and conditions contained therein, is to make loans to the Grantor;

WHEREAS, as a condition precedent to the making of loans by the Secured Party to the Grantor, the Grantor has entered into that certain Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified or replaced from time to time, the "**Security Agreement**"), with the Secured Party; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in the Collateral (as defined below) and agreed to execute and deliver this Agreement with respect thereto, for recording with the United States Patent and Trademark Office (the "**PTO**").

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **DEFINITIONS AND CONSTRUCTION.**

1.1. **Definitions.** Each capitalized term used herein without definition has the respective meaning provided therefor in the Security Agreement. All terms defined in the UCC and used herein shall have the same definitions herein as specified therein. The following terms have the following meanings:

"**Collateral**" has the meaning set forth in Section 2.

"**Excluded Property**" means any application for registration of a Trademark filed with the PTO on an intent-to-use basis to the extent an assignment thereof would void or invalidate such application, until such time (if any) as a verified statement of use (or the equivalent) for such Trademark is filed with and accepted by the PTO, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest granted in favor of the Secured Party pursuant to this Agreement.

"**PTO**" has the meaning set forth in the recitals.

"**Trademarks**" has the meaning set forth in Section 2.

1.2. **Construction.** The rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by reference as if fully set forth herein.

2. **SECURITY INTEREST.** The Grantor hereby grants to the Secured Party, to secure the prompt payment and performance in full of all of the Obligations when due, a security interest in all of Grantor's right, title and interest in, to and under the following properties, assets and rights and in all similar properties, assets and rights that the Grantor is deemed by law to have rights in or the power to convey rights in, in each case, wherever located, whether now owned or hereafter acquired, adopted or arising and whether governed by Article 9 of the UCC or other law (collectively, the "Collateral"):

(a) all trademarks, service marks, internet domain names, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations, recordings and applications in the PTO (or any successor office) or any similar office in any State of the United States or any other country or any political subdivision thereof, together in each case with the goodwill of the business connected or associated therewith and symbolized thereby, and all other similar assets, rights and interests that uniquely reflect or embody such goodwill (collectively, the "Trademarks");

(b) all licenses to and from the Grantor with respect to the Trademarks, whether registered or unregistered and wherever registered;

(c) all reissues, extensions and renewals of any of the foregoing;

(d) all general intangibles, intellectual and other intangible or tangible property of the Grantor of any kind or nature, associated with, arising from, pertaining to or accruing under any of the foregoing, including all rights provided by the law of any applicable jurisdiction in the United States, throughout the world and pursuant to international treaties and conventions and otherwise;

(e) all claims and causes of action with respect to any of the foregoing, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, uncontested use, dilution, misappropriation, violation, impairment, misuse, breach, default and unfair competition, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any damages or such other relief; and

(f) all products and proceeds of any of the foregoing including all royalties, fees, income and payments now or hereafter due or payable with respect to any of the foregoing (including Trademark registrations issued with respect to Trademark applications referred to in Schedule A) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing.

Notwithstanding the foregoing, in no event shall the Collateral include Excluded Property.

3. **SUPPLEMENT TO SECURITY AGREEMENT.** This Agreement has been entered into in connection with the security interests granted to the Secured Party under the Security Agreement. The Grantor hereby acknowledges and agrees the rights and remedies of the Secured Party with respect to the security interests granted in the Collateral pursuant to this Agreement are without prejudice to, and are in addition to those set forth in, the Security Agreement, all terms and provisions of which are incorporated herein by reference as if fully set forth herein. In no event shall anything in this Agreement be deemed to limit such rights and remedies. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Security Agreement, the terms and provisions of the Security Agreement shall control.

4. **REPRESENTATIONS AND WARRANTIES.** The Grantor represents and warrants to the Secured Party that a true, correct and complete list of all of the existing Trademark registrations, applications, and licenses that constitute the Collateral owned by the Grantor, in whole or in part, is set forth in Schedule A.

5. **GRANTOR REMAINS LIABLE.** Notwithstanding anything herein to the contrary, the Grantor will remain obligated and liable for the Collateral and assume full and complete responsibility for, among other things, (i) any license, contract or other agreement with respect to the Collateral and (ii) the prosecution, defense, enforcement or any other necessary or desirable action required pursuant to the Loan Documents or otherwise in connection with the Collateral. The Secured Party does not and will not have any obligation or liability under or pursuant to any Collateral by reason of or arising out of this Agreement or the receipt by the Secured Party of any payment relating to any of the Collateral, nor will the Secured Party be obligated in any manner to perform any of the obligations of the Grantor under or pursuant to any such license, contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such license, contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts that may have been assigned to the Secured Party or to which the Secured Party may be entitled at any time or times.

6. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new registered Trademarks or applications therefor, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Secured Party with respect to any such new registered Trademark, application therefor, license thereof arising from any Trademark, application therefor or license thereof. Without limiting the Grantor's obligations under this Section 6, the Grantor authorizes the Secured Party and appoints the Secured Party and any officer or agent thereof, with the full power of substitution, as its true and lawful attorneys-in-fact with full power and authority in the place of the Grantor or in the Secured Party's own name, without notice to the Grantor, to modify this Agreement by amending Schedule A to include any such new registered Trademark, application therefor, license thereof arising from any Trademark or license thereof and file such modified agreement with the PTO. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all the Collateral, whether or not listed on Schedule A.

7. **TERMINATION AND RELEASE.** Upon the occurrence of the Termination Date, the security interests granted herein shall automatically terminate and all rights to the Collateral shall revert to the Grantor. Upon the occurrence of the Termination Date or a release of the Security Agreement, the Secured Party shall execute and deliver to the Grantor, at the Grantor's expense, all documents and do or cause to be done all other acts, that the Grantor reasonably requests to evidence or effect such termination or release (including cancellation of or amendments to this Agreement by written notice of the Secured Party to the PTO). Such documents shall be prepared by the Grantor and must be in form and substance reasonably satisfactory to the Secured Party. Any execution and delivery of documents pursuant to this Section 7 will be without recourse to or warranty by the Secured Party.

8. **GOVERNING LAW; CONSENT TO JURISDICTION.** This Agreement is governed by, and construed in accordance with, the laws of the State of New York. Any suit for the enforcement of this Agreement may be brought in the courts of the State or any federal court sitting therein and the Grantor and the Secured Party each consents to the nonexclusive jurisdiction of such court. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

9. WAIVER OF JURY TRIAL. THE GRANTOR AND THE SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE GRANTOR AND THE SECURED PARTY REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND AFTER CONSULTATION WITH LEGAL COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.


10. RECORDATION. The Grantor authorizes the Commissioner for Trademarks and any other government officials, upon the request of the Secured Party, to record and register this Agreement and any amendments, restatements, amendments and restatements, supplements, modifications or replacements thereto with the PTO or any other applicable office.

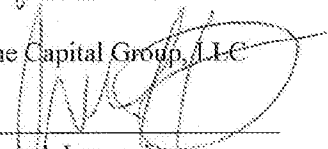
11. MISCELLANEOUS. The headings of each section of this Agreement are for convenience only and do not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder are binding upon the Grantor and its permitted successors and assigns, and will inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, this Agreement shall be construed and be enforceable in such jurisdiction as if such invalid, illegal or unenforceable term had not been included herein, and the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

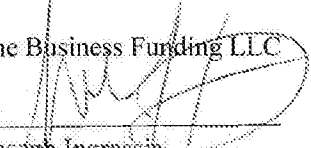
12. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission (including .pdf and .tif) shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof.

IN WITNESS WHEREOF, intending to be legally bound, the Grantor and the Secured Party have caused this Agreement to be duly executed as of the date first above written.

dck Worldwide Holdings Inc. by
Capstone Capital Group, LLC, attorney-
in fact

By: 
Joseph Ingrassia
Managing Member

Capstone Capital Group, LLC
By: 
Joseph Ingrassia
Managing Member

Capstone Business Funding LLC
By: 
Joseph Ingrassia
Managing Member

SCHEDULE A
TO THE TRADEMARK SECURITY AGREEMENT

Grantor: dek Worldwide Holdings Inc.

Trademarks of Grantor: Continued on Next Page

Int. Cls.: 36 and 37

Prior U.S. Cls.: 100, 101, 102, 103, and 106

United States Patent and Trademark Office

Reg. No. 3,541,453

Registered Dec. 2, 2008

SERVICE MARK
PRINCIPAL REGISTER

dck
WORLDWIDE

DCK WORLDWIDE HOLDINGS, INC. (DELA-
WARE CORPORATION)
30TH FLOOR
525 WILLIAM PENN PLACE
PITTSBURGH, PA 15219

FOR: REAL ESTATE MANAGEMENT, IN CLASS
36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 10-6-2008; IN COMMERCE 10-6-2008.

FOR: BUILDING CONSTRUCTION SERVICES,
CONSTRUCTION MANAGEMENT, IN CLASS 37
(U.S. CLS. 100, 103 AND 106).

FIRST USE 10-6-2008; IN COMMERCE 10-6-2008.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "WORLDWIDE", APART FROM
THE MARK AS SHOWN.

THE MARK CONSISTS OF STYLIZED VERSION
OF "DCK WORLDWIDE".

SN 77-326,295, FILED 11-9-2007.

TRACY FLETCHER, EXAMINING ATTORNEY