

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAS US Holdings Inc.		07/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, N.A.		
Street Address:	95 Washington Street		
Internal Address:	Floor 2 South		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	90447046	HEALTHY FEET	
Serial Number:	90196353	PEAK FALLS APPAREL	
Serial Number:	90254836	CETWICK	
Serial Number:	90281924	C CETWICK	
Serial Number:	90389549	GENERATION JOY	
Registration Number:	2364807	HEALTHY FEET	
Registration Number:	1922151	SILK IMPRESSIONS	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	2125490410		
Email:	gbenoy@reedsmith.com		
Correspondent Name:	LEE ANN DILLON		
Address Line 1:	599 LEXINGTON AVENUE, 22ND FLOOR		
Address Line 2:	REED SMITH LLP		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	386517.20006		
NAME OF SUBMITTER:	Gwen M. Benoy		

OP \$190.00 90447046

SIGNATURE:	/Gwen M. Benoy/
DATE SIGNED:	07/12/2021
Total Attachments: 4 source=HSBC_Mas_Trademark_Security_Agreement#page1.tif source=HSBC_Mas_Trademark_Security_Agreement#page2.tif source=HSBC_Mas_Trademark_Security_Agreement#page3.tif source=HSBC_Mas_Trademark_Security_Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 8, 2021, made by MAS US Holdings Inc., a Delaware corporation (the "Grantor") in favor of HSBC Bank USA, National Association (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Security Agreement, dated as of the date hereof (the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), between the Grantor and the Lender, the Grantor is required to execute and deliver this Agreement.

Accordingly, the Grantor and the Lender agree as follows:

SECTION 1. Grant of Security. As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby pledges and grants to the Lender, for the ratable benefit of the Secured Parties, as hereinafter provided a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether tangible or intangible, wherever located, and whether now owned by the Grantor or hereafter acquired and whether now existing or hereafter coming into existence (all of the property described in this Section 1 being collectively referred to herein as "Collateral"):

(a) each Trademark, including, without limitation, each registered and applied for United States Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule A hereto; and

(b) all Proceeds of any of the foregoing Collateral, all Accessions to and substitutions and replacements for, any of the foregoing Collateral, and all offspring, rents, profits and products of any of the foregoing Collateral, and, to the extent related to any of the foregoing Collateral, all books, correspondence, credit files, records, invoices and other papers (including all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Grantor or any computer bureau or service company from time to time acting for the Grantor).

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this Agreement secures the payment and performance of all Secured Obligations.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Parties with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, including counterparts executed on

paper and counterparts that are electronic records and are executed using electronic signatures generated through the electronic execution process provided by the Lender, or such other electronic execution process acceptable to the Lender in its sole and absolute discretion, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a manually executed counterpart of a signature page of this Agreement by emailed PDF or JPEG from the Grantor's e-mail address on file with the Lender, or any other electronic means acceptable to the Lender in its sole and absolute discretion that reproduces an image of such manually executed signature page, shall each be effective as delivery of a manually executed counterpart of such document; provided, that, the Lender, in its sole and absolute discretion, can require subsequent delivery of the manually executed counterpart of a signature page.


SECTION 6. Governing Law. This Agreement shall become effective when it shall have been executed by the Grantor and the Lender and thereafter shall be binding upon and inure to the benefit of the Grantor, the Lender, for the ratable benefit of the Secured Parties, and their respective successors and assigns. This Agreement shall be governed by the laws of the State of New York without giving effect to the conflicts of laws principles thereof. To the extent any of the terms or provisions of this Agreement conflict with those contained in the Security Agreement, the terms and provisions of the Security Agreement shall govern.

SECTION 7. Severability; Headings. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Section headings in this Agreement are included for convenience of reference only and shall not be given any substantive effect.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first above written.

MAS US HOLDINGS INC.

By: 
Name: Ivan Brown
Title: President

By: 
Name: Renuka Perera
Title: Chief Operating Officer

[Signature Page – Trademark Security Agreement]

Schedule A

U.S. Federal Trademark Registrations

Registered Owner	Mark	Country	Serial No. or Registration No.	Expiration Date
MAS US HOLDINGS INC.	HEALTHY FEET	US	Serial No. 90447046	Initial application pending – N/A
MAS US HOLDINGS INC.	PEAK FALLS APPAREL	US	Serial No. 90196353	Initial application pending – N/A
MAS US HOLDINGS INC.	CETWICK	US	Serial No. 90254836	Initial application pending – N/A
MAS US HOLDINGS INC.	C CETWICK (Stylized)	US	Serial No. 90281924	Initial application pending – N/A
MAS US HOLDINGS INC.	GENERATION JOY	US	Serial No. 90-389549	Initial application pending – N/A
MAS US HOLDINGS INC.	HEALTHY FEET	US	Registration No. 2364807, Serial No. 75097447	July 4, 2030
MAS US HOLDINGS INC.	SILK IMPRESSIONS	US	Registration No. 1922151, Serial No. 74508200	September 26, 2025