

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM685798

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900624476

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIDCAP FUNDING XVII TRUST		05/14/2021	STATUTORY TRUST: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	HIC ACQUISITION LLC
<b>Street Address:</b>	1675 S. STATE STREET
<b>Internal Address:</b>	SUITE B
<b>City:</b>	DOVER
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19901
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5013027	LIFE WITHOUT LACES
Registration Number:	5008264	HICKIES
Registration Number:	5163080	
Registration Number:	5287001	LOVE YOUR KICKS
Registration Number:	4869701	LOVE YOUR KICKS
Registration Number:	4743715	LACES OUT HICKIES IN
Registration Number:	4882758	K HICKIES
Registration Number:	4774351	HICKIES ELEMENTS
Registration Number:	4757170	PUNGAS
Registration Number:	4200125	HICKIES
Registration Number:	4664056	DOOHICKIES

## CORRESPONDENCE DATA

Fax Number: 2126589718

*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: 2126738350

Email: trademarks@goldbergcohen.com

TRADEMARK

**Correspondent Name:** Amy J Benjamin  
**Address Line 1:** 1350 Avenue of the Americas  
**Address Line 2:** 3rd Floor  
**Address Line 4:** New York, NEW YORK 10019

**NAME OF SUBMITTER:** Amy J Benjamin

**SIGNATURE:** /amy j benjamin/

**DATE SIGNED:** 11/04/2021

**Total Attachments: 6**

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the entire worldwide right, title and interest in and to the Trademarks, trademark registrations and/or applications set forth on Schedule 2 hereto and, any common law

ASSIGNMENT OF NOTES AND OTHER LOAN DOCUMENTS

trademarks rights related there to and

THIS ASSIGNMENT OF NOTE AND OTHER LOAN DOCUMENTS (this "Agreement") is entered into as of May 14, 2021, by MIDCAP FUNDING XVII TRUST, a Delaware statutory trust ("Assignor"), in favor of HIC ACQUISITION LLC, a Delaware limited liability company ("Assignee").

and/or any other marks used in its business ("Trademarks") and in and to any other all other applications, registrations, renewals, and extensions that may be granted thereon, together with the goodwill

RECITALS

A. The Assignor is party to that certain Master Business Loan Agreement dated as of February 26, 2016, as amended from time to time, among MidCap Funding XVII Trust (successor in interest to TCJ II, LLC, successor in interest to TCJ I, LLC) (as amended, amended and restated, modified, supplemented or renewed, the "Loan Agreement") between Hickies, Inc., Hickies Corp., Hickies Trading Corp. and Hickies Europe, S.A. (collectively, the "Borrower"), and Assignor as Lender.

B. The Assignor wishes to assign to the Assignee all rights and obligations of the Assignor under the Loan Agreement, the documents set forth on Schedule 1 attached hereto and all other documents executed and/or delivered in connection with any of the documents set forth on Schedule 1 attached hereto (collectively, the "Loan Documents") on the terms and subject to the conditions set forth herein and in the Commercial Loan Purchase Agreement dated of even date herewith (the "Loan Purchase Agreement") between Assignor and Assignee, and the Assignee wishes to accept assignment of such rights and to assume such obligations from the Assignor on such terms and subject to such conditions.

C. Capitalized terms used and not defined herein have the meanings given to them in the Loan Purchase Agreement.

AGREEMENT

Assignor, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, has sold, assigned, transferred and set over, and by this assignment does sell, assign, transfer and set over to Assignee all of Assignor's right, title and interest in the Note and all the Loan Documents, and the obligations of Borrower and Guarantor described therein and the moneys due and to become due thereunder.

TO HAVE AND TO HOLD THE SAME unto Assignee, its successors and assigns, forever.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 4.1 OF THE LOAN PURCHASE AGREEMENT, THE ASSIGNMENT HEREUNDER IS MADE WITHOUT RECOURSE TO ASSIGNOR AND THAT ASSIGNOR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND TO THE ASSIGNEE. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO, AND SHALL HAVE NO OBLIGATIONS IN CONNECTION WITH: (I) THE COLLECTABILITY

103260906354824 8597 2021 V1

*[Handwritten Signature]*

Manager HIC Operating Company LLC  
November 2, 2021

TRADEMARK

REEL: 007480 FRAME: 0571

with the consent of the parties

OF THE LOANS; (II) THE CREDITWORTHINESS OF ANY BORROWER OR GUARANTOR; (III) THE VALUE OR CONDITION OF ANY OF THE COLLATERAL (AS DEFINED IN THE LOAN DOCUMENTS) FOR THE LOANS; (IV) THE FREEDOM OF ANY COLLATERAL (AS DEFINED IN THE LOAN DOCUMENTS) FOR THE LOANS FROM LIENS AND ENCUMBRANCES OF THIRD PARTIES; (V) THE PERFECTION OR PRIORITY OF THE LIENS OF ASSIGNOR OR ANY OTHER PERSON ON ANY COLLATERAL FOR THE LOANS; (VI) THE GENUINENESS OF ANY SIGNATURES OTHER THAN THOSE OF ASSIGNOR; (VII) THE ENVIRONMENTAL CONDITIONS KNOWN OR UNKNOWN OF THE COLLATERAL FOR THE LOANS; (VIII) THE GENUINENESS OF ANY INFORMATION OR DOCUMENTATION PROVIDED TO OR OBTAINED BY ASSIGNOR IN CONNECTION WITH THE LOANS, THE LOAN DOCUMENTS OR THE COLLATERAL FOR THE LOANS, OR THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION OR WARRANTY IN ANY LOAN DOCUMENT; (IX) THE DUE EXECUTION, LEGALITY, VALIDITY, ENFORCEABILITY OR SUFFICIENCY OF THE LOAN DOCUMENTS, OR THE PERFORMANCE BY BORROWERS OR GUARANTOR OF ANY OF THEIR RESPECTIVE OBLIGATIONS THEREUNDER, AND (X) ANY MISTAKE, ERROR OF JUDGMENT OR OMISSION BY ASSIGNOR IN CONNECTION WITH THE LOANS OR THE LOAN DOCUMENTS. THE LOANS AND THE LOAN DOCUMENTS BEING ASSIGNED TO ASSIGNEE UNDER THIS AGREEMENT ARE BEING ASSIGNED AND TRANSFERRED "AS IS, WHERE-IS, WITH ALL FAULTS AND DEFECTS" AND, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 4.1 OF THE LOAN PURCHASE AGREEMENT, WITHOUT RECOURSE, REPRESENTATION, WARRANTY OR INDEMNITY, EITHER EXPRESS OR IMPLIED.

[SIGNATURE PAGES SET FORTH BELOW]

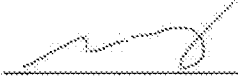
IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor and Assignee have each executed this Assignment of Note and Other Loan Documents as of the date first above written.

ASSIGNOR:

MIDCAP FUNDING XVII TRUST

By: Apollo Capital Management, L.P.,  
as Investment Manager

By: Apollo Capital Management GP, LLC,  
as General Partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

ASSIGNEE:

HIC ACQUISITION LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor and Assignee have each executed this Assignment of Note and Other Loan Documents as of the date first above written.

ASSIGNOR:

MIDCAP FUNDING XVII TRUST

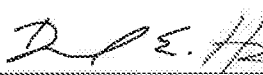
By: Apollo Capital Management, L.P.,  
as Investment Manager

By: Apollo Capital Management GP, LLC,  
as General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

HIC ACQUISITION LLC

By:   
Name: David Hazan  
Title: \_\_\_\_\_  
Manager

**Schedule 1 to Assignment of Note and Other Loan Documents**

1. Master Business Loan Agreement dated as of February 26, 2016.
2. Amendment No. 1 to Master Business Loan Agreement dated May 26, 2016.
3. Amendment No. 2 to Master Business Loan Agreement dated July 15, 2016.
4. Amendment No. 3 to Master Business Loan Agreement dated September 28, 2016.
5. Amendment No. 4 to Master Business Loan Agreement dated September 1, 2017.
6. Amendment No. 5 to Master Business Loan Agreement dated April 24, 2018.
7. Amendment No. 6 to Master Business Loan Agreement dated October 22, 2018.
8. Amendment No. 7 to Master Business Loan Agreement dated February 15, 2019.
9. Amendment No. 8 to Master Business Loan Agreement and Related Documents dated January 8, 2020.
10. Amendment No. 9 to Master Business Loan Agreement and Related Documents and Limited Forbearance dated February 10, 2020.
11. Amendment No. 10 to Master Business Loan Agreement and Related Documents and Limited Forbearance dated February 21, 2020.
12. Amendment No. 11 to Master Business Loan Agreement and Related Documents dated May 29, 2020.
13. Amendment No. 12 to Master Business Loan Agreement and Related Documents dated September 1, 2020.
14. Amendment No. 13 to Master Business Loan Agreement and Related Documents dated November 23, 2020.
15. Third Amended and Restated Commercial Promissory Note dated February 15, 2019 and the Commercial Term Promissory Note, dated February 15, 2019.

16. Continuing Guaranty dated as of February 15, 2019.
17. Validity Guaranty and Support Agreement dated as of February 26, 2016.
18. Commercial Security Agreement dated February 26, 2016.
19. Amendment No. 1 to Security Agreement dated February 15, 2019.
20. (i) Original UCC financing statement Initial Filing Number 20161242302 filed on March 1, 2016, listing Hickies, Inc. as "Debtor" and TCJ I, LLC as "Secured Party," (ii) amendment filed on March 16, 2018 changing TCJ II, LLC to "Secured Party," (iii) amendment filed on December 20, 2019 changing MidCap Funding XVII Trust to "Secured Party," and (iv) continuation statement filed on December 21, 2020, all of the foregoing filed with the Delaware Secretary of State.
21. Original UCC financing statement Document Number 2020016366 filed on February 6, 2020, listing Hickies Corp. as "Debtor" and MidCap Funding XVII Trust as "Secured Party," filed with the District of Columbia Chattel Records.
22. Original UCC financing statement Document Number 2020016370 filed on February 6, 2020, listing Hickies Trading LTD as "Debtor" and MidCap Funding XVII Trust as "Secured Party," filed with the District of Columbia Chattel Records.
23. Original UCC financing statement Document Number 2020016369 filed on February 6, 2020, listing Hickies Europe, S.A. as "Debtor" and MidCap Funding XVII Trust as "Secured Party," filed with the District of Columbia Chattel Records.