

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Happy Feet, International LLC		11/29/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1180 West Peachtree St. NW, Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Chartered Bank: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6480468	ZEROMARK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6785537344		
Email:	sinnottm@gtlaw.com		
Correspondent Name:	Matthew Sinnott		
Address Line 1:	3333 Piedmont Road NE		
Address Line 2:	Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
NAME OF SUBMITTER:	Matthew Sinnott		
SIGNATURE:	/Matthew Sinnott/		
DATE SIGNED:	11/29/2021		
Total Attachments: 5			
source=HFI TRADEMARK SECURITY AGREEMENT (Executed 2021.11.29)#page1.tif			
source=HFI TRADEMARK SECURITY AGREEMENT (Executed 2021.11.29)#page2.tif			
source=HFI TRADEMARK SECURITY AGREEMENT (Executed 2021.11.29)#page3.tif			
source=HFI TRADEMARK SECURITY AGREEMENT (Executed 2021.11.29)#page4.tif			
source=HFI TRADEMARK SECURITY AGREEMENT (Executed 2021.11.29)#page5.tif			

CH \$40.00 6480468

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of November 29, 2021, is made by HAPPY FEET, INTERNATIONAL LLC, a Tennessee limited liability company (“Grantor”), in favor of REGIONS BANK, an Alabama bank (together with its successors and assigns “Lender”).

Recitals

Grantor (together with and any other Persons who become a “Borrower” under thereto pursuant to the provisions thereof, each, a “Borrower” and, collectively, the “Borrowers”) and Lender are parties to that certain Loan and Security Agreement dated as of the date hereof (as the same may hereafter be amended, amended and restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Grantor granted Lender a security interest in all or substantially all of its assets.

Grantor has agreed to execute this Agreement to further evidence the grant to Lender of a security interest in the Trademarks (defined below).

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Security Interest” has the meaning given in Section 2 of this Agreement.

“Trademarks” means all of Grantor’s right, title and interest in and to: (i) trademarks, service marks and registrations and applications for registration for each, and the respective goodwill associated with each; (ii) licenses, fees or royalties with respect to each; and (iii) the right to sue for past, present and future infringement, dilution and damages therefor; all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A; provided that no United States intent-to-use trademark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of the Security Interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

2. Security Interest. Grantor hereby irrevocably grants to Lender a security interest (the “Security Interest”) in the Trademarks constituting Collateral (collectively, the “Trademark Collateral”) to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any Trademark and makes no assignment and grants no right to assign or perform any other action with respect to any intent-to-use trademark or service mark application, unless such action is permitted under 15 U.S.C. § 1060. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

3. Grantor's Use of the Trademarks. Grantor shall have the sole and exclusive right to control and manage the Trademark Collateral, including the right to exclude others from making, using or selling items covered by the Trademark Collateral and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists.

4. Remedies. While an Event of Default exists, Lender may exercise any or all remedies available to it under the Loan Agreement.

5. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement and 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 Loan Agreement. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

6. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks or renewal or extension of any registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Exhibit A to include any such new Trademarks. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Exhibit A.

7. Termination. The term of this Agreement shall be coterminous with the Loan Agreement. Upon any termination of the Loan Agreement in accordance with its terms or any release of the Security Interest in any Trademark Collateral, the Lender (at Grantor's sole expense) shall promptly execute, acknowledge, and deliver to the Grantor an instrument or instruments in writing in recordable form and substance reasonably satisfactory to the Grantor releasing the Security Interest in the Trademark Collateral under this Agreement.

8. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective participants, successors and assigns and shall take effect when signed by Grantor and delivered to Lender, and Grantor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Grantor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement, and any claim, controversy or dispute arising under or related hereto, whether in tort, contract (at law or in equity) or otherwise, shall be governed by the internal law of the state of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications

which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

[Continued on following page.]

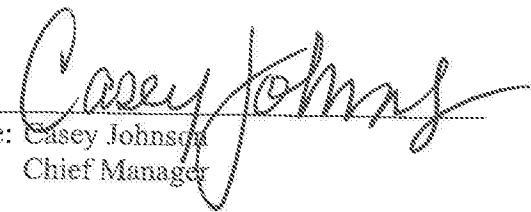
IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first written above.

HAPPY FEET, INTERNATIONAL LLC

By: _____

Name: Casey Johnson

Title: Chief Manager

A handwritten signature in cursive script that reads "Casey Johnson". The signature is written over a horizontal line that serves as a signature line.

[HFI---TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007508 FRAME: 0561

EXHIBIT A

TRADEMARKS AND SERVICE MARKS

REGISTRATIONS AND APPLICATIONS

Mark	Registration #	Registration Date	Owner
ZEROMARK	6480468	September 7, 2021	Happy Feet, International LLC