

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM700450

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLEET FEET, INCORPORATED		12/14/2021	Corporation: NORTH CAROLINA
J STREET 1976, LLC		12/14/2021	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST HORIZON BANK		
<b>Street Address:</b>	1 Glenwood Avenue		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27603		
<b>Entity Type:</b>	banking corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 64</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2524832	RUNNING SPOT	
<b>Registration Number:</b>	3563360	PRINCETON RUNNING COMPANY	
<b>Registration Number:</b>	3753421	GREATER BOSTON RUNNING COMPANY	
<b>Registration Number:</b>	3747992	TEXAS RUNNING COMPANY	
<b>Registration Number:</b>	2928811	I RUN THIS TOWN	
<b>Registration Number:</b>	4416687	JACKRABBIT	
<b>Registration Number:</b>	4243481	CAPITAL RUNWALK	
<b>Registration Number:</b>	4233255	NEW YORK RUNNING COMPANY	
<b>Registration Number:</b>	4278906	RUN ON!	
<b>Registration Number:</b>	4760654	RUN COLORADO	
<b>Registration Number:</b>	4760655	RUN COLORADO	
<b>Registration Number:</b>	4505362	WHERE FIT HAPPENS	
<b>Registration Number:</b>	4521400	RUN TEXAS	
<b>Registration Number:</b>	4865344	BOULDER RUNNING COMPANY	
<b>Registration Number:</b>	4865345	BOULDER RUNNING COMPANY	
<b>Registration Number:</b>	4816272	RUNNING FIT	

OP \$1615.00 2524832

Property Type	Number	Word Mark
Registration Number:	4816273	RUNNING FIT
Registration Number:	5020289	RUN REWARDS
Registration Number:	5556098	
Registration Number:	5418839	
Registration Number:	5418837	
Registration Number:	5556099	
Registration Number:	5481811	JACKRABBIT.COM
Registration Number:	5753502	RUN BOULDER
Registration Number:	5106623	RUNMOJI
Registration Number:	5163096	WORKPLACE FIT
Registration Number:	5198126	WORKPLACE FIT BY FLEET FEET SPORTS
Registration Number:	4810865	TON OF FUN
Registration Number:	5233158	THE POWER OF RUNNING
Registration Number:	5237972	ALL4RUN
Registration Number:	5238052	LET'S TALK ABOUT BRAS
Registration Number:	4833944	CHANGE EVERYTHING
Registration Number:	4832391	CHANGE EVERYTHING
Registration Number:	5246761	FITNATIC
Registration Number:	1210491	FLEET FEET
Registration Number:	1741392	FLEET FEET
Registration Number:	5520432	THE BIG RUN
Registration Number:	5546506	RUN THIS TOWN
Registration Number:	5730124	THE DISTANCE PROJECT
Registration Number:	5765102	FLEET F FEET
Registration Number:	5765101	FLEET FEET F
Registration Number:	5765100	F
Registration Number:	5789703	THE DISTANCE LAB
Registration Number:	5795275	FLEET FEET RUNNING CLUB
Registration Number:	5795307	MINI MILERS
Registration Number:	5795306	SPEED DEMONS
Registration Number:	5795305	ROCK RUNNERS
Registration Number:	5891744	FIT ID
Registration Number:	5961702	RUNNING CHANGES EVERYTHING
Registration Number:	5973711	ALL LEVELS. EVERY SURFACE. ANY DISTANCE.
Registration Number:	6062044	WALKCREW
Registration Number:	6159911	FLEET FEET DROP SHOP
Registration Number:	6240552	WALKCREW FLEET FEET
Registration Number:	6351163	RUNNING CHANGES EVERYTHING

Property Type	Number	Word Mark
Registration Number:	6351220	CHANGE EVERYTHING
Registration Number:	6351221	RUNNING CHANGES EVERYTHING
Registration Number:	3063758	FLEET FEET SPORTS
Registration Number:	6503424	DO THE RUN THING
Registration Number:	3310963	DIVA NIGHT
Registration Number:	3364794	FLEET FEET SPORTS
Registration Number:	3494871	NO BOUNDARIES
Registration Number:	2364606	FLEET FEET SPORTS
Registration Number:	3939228	BE THE MOVEMENT
Serial Number:	88197088	DO THE RUN THING

**CORRESPONDENCE DATA**

**Fax Number:** 8044206507

*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:** 804-420-6339

**Email:** ip@williamsmullen.com, edavenport@williamsmullen.com

**Correspondent Name:** Janet W. Cho, Williams Mullen

**Address Line 1:** 200 South 10th Street

**Address Line 2:** Suite 1600

**Address Line 4:** Richmond, VIRGINIA 23219

<b>NAME OF SUBMITTER:</b>	Janet W. Cho
<b>SIGNATURE:</b>	/Janet W. Cho/
<b>DATE SIGNED:</b>	01/07/2022

**Total Attachments: 17**

source=Patent and Trademark Security Agreement - executed to First Horizon Bank#page1.tif  
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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement") is entered into as of December 14, 2021, by FLEET FEET, INCORPORATED, a North Carolina corporation ("FFI"), and J STREET 1976, LLC, a North Carolina limited liability company ("JS", and together with FFI, collectively, the "Grantor"), in favor of FIRST HORIZON BANK, a Tennessee banking corporation ("Lender").

### WITNESSETH:

That for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Lender as follows:

#### 1. Definitions.

(a) Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

(b) In addition, the following terms shall have the following meanings:

"Loan Agreement" means that certain Revolving and Term Loan Agreement of even date herewith, among the Lender, the Grantor, and certain other parties thereto, as same may be amended, modified or restated.

"Patent Licenses" means all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in **Schedule I(a)** attached hereto.

"Patents" means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, including, without limitation, any thereof referred to in **Schedule I(a)** attached hereto; and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in **Schedule I(a)** attached hereto.

"Trademark Licenses" means any agreement, written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in **Schedule I(a)** attached hereto.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including,

without limitation, any thereof referred to in **Schedule 1(a)** attached hereto; and (b) all renewals thereof.

2. **Grant of Security Interest in the Collateral.** To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby grants to the Lender a continuing security interest in, and a right to set off against, any and all right, title and interest of the Grantor in and to the personal property of the Grantor, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Collateral") including, without limitation, the following:

- (a) all Patents;
- (b) all Patent Licenses;
- (c) all Trademarks;
- (d) all Trademark Licenses; and
- (e) Proceeds of any and all of the foregoing.

The Grantor and the Lender hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Obligations, whether now existing or hereafter arising and (ii) is not to be construed as an assignment of any Patents, Patent Licenses, Trademarks or Trademark Licenses. Notwithstanding the foregoing, the Collateral shall not include (A) any Patent License or Trademark License which by its terms requires the consent of the other party thereto for the grant of a security interest therein (other than to the extent that any such prohibition would be rendered ineffective pursuant to the Uniform Commercial Code of any relevant jurisdiction or any other applicable law), and (B) any applications for trademarks or service marks filed in the United States Patent and Trademark Office, or any successor office thereto pursuant to 15 U.S.C. §1051, Section 1(b), unless and until evidence of use of the mark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. §1051, Section 1(c) or Section 1(d).

3. **Representations and Warranties.** The Grantor hereby represents and warrants to the Lender that until such time as the Obligations are satisfied in full:

(a) **Patents and Trademarks.**

(i) **Schedule 1(a)** hereto includes all Patents, Patent Licenses, Trademarks and Trademark Licenses owned by the Grantor in its own name as of the date hereof.

(ii) To the best of the Grantor's knowledge, each Patent and Trademark of the Grantor is valid, subsisting, unexpired, enforceable and has not been abandoned.

(iii) Except as set forth in **Schedule 1(a)** hereto, none of such Patents and Trademarks is the subject of any licensing or franchise agreement.

(iv) No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Patent or Trademark.

(v) No action or proceeding is pending seeking to limit, cancel or question the validity of any Patent or Trademark, or which, if adversely determined, would have a material adverse effect on the value of any Patent or Trademark.

(vi) All applications pertaining to the Patents and Trademarks of the Grantor have been duly and properly filed, and all registrations or letters pertaining to such Patents and Trademarks have been duly and properly filed and issued, and all of such Patents and Trademarks are valid and enforceable.

(vii) The Grantor has not made any assignment or agreement in conflict with the security interest in the Patents or Trademarks of the Grantor hereunder.

4. Covenants. The Grantor covenants that until such time as the Obligations are fully satisfied the Grantor shall:

(a) Other Liens. Defend the Collateral against the claims and demands of all other parties claiming an interest therein and keep the Collateral free from all liens.

(b) Filing of Financing Statements, Notices, etc. The Grantor hereby authorizes the Lender to prepare and file such financing statements (including renewal statements) or amendments thereof or supplements thereto or other instruments as the Lender may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC. The Grantor shall also execute and deliver to the Lender such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as the Lender may reasonably request) and do all such other things as the Lender may reasonably deem necessary or appropriate (i) to assure to the Lender its security interests hereunder, including (A) with regard to Patents, a Notice of Grant of Security Interest in Patents for filing with the United States Patent and Trademark Office in the form of **Schedule 5(a)(i)** attached hereto, and (B) with regard to Trademarks, a Notice of Grant of Security Interest in Trademarks for filing with the United States Patent and Trademark Office in the form of **Schedule 5(a)(ii)** attached hereto; (ii) to consummate the transactions contemplated hereby; and (iii) to otherwise protect and assure the Lender of its rights and interests hereunder. To that end, the Grantor agrees that the Lender may file one or more financing statements disclosing the Lender's security interest in any or all of the Collateral of the Grantor without, to the extent permitted by law, the Grantor's signature thereon, and further the Grantor also hereby irrevocably makes, constitutes and appoints the Lender, its nominee or any other person whom the Lender may designate, as the Grantor's attorney in fact with full power and for the limited purpose to sign in the name of the Grantor any such financing statements, or amendments and supplements to financing statements, renewal financing statements, notices or any similar documents which in the Lender's reasonable discretion would be necessary, appropriate or convenient in order to perfect and maintain perfection of the security interests granted hereunder, such power, being coupled with an interest, being and remaining irrevocable until the Obligations are fully satisfied. The Grantor hereby agrees that a carbon, photographic or other reproduction of this Security Agreement or any such financing statement is sufficient for filing as a financing statement by the Lender without notice thereof to such Grantor wherever the Lender may in its sole discretion desire to file the same. In the event for any reason the law of any jurisdiction other than North Carolina becomes or is applicable to the Collateral of the Grantor or any part thereof, or to any of the Obligations, the Grantor agrees to execute and deliver all such instruments and to do all such other things as the Lender in its sole discretion reasonably deems necessary or appropriate to preserve, protect and enforce the security interests of the Lender under the law of such other jurisdiction (and, if the Grantor shall

fail to do so promptly upon the request of the Lender, then the Lender may execute any and all such requested documents on behalf of the Grantor pursuant to the power of attorney granted hereinabove). The Grantor agrees to mark its books and records to reflect the security interest of the Lender in the Collateral.

(c) Covenants Relating to Patents and Trademarks.

(i) (A) Continue to use each Trademark that is material to Grantor's business (each a "Material Trademark" and, collectively, the "Material Trademarks") on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Material Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Material Trademark, (C) employ such Material Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Material Trademark unless the Lender, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Material Trademark may become invalidated. Notwithstanding anything in this Agreement to the contrary, Grantor shall not be obligated to continue to use or employ any Trademark acquired pursuant to the Closing Date Acquisition Agreement.

(ii) Not do any act, or omit to do any act, whereby any Patent that is material to Grantor's business (each, a "Material Patent" and, collectively, the "Material Patents") may become abandoned or dedicated.

(iii) Notify the Lender immediately if it knows, or has reason to know, that any application or registration relating to any Material Patent or Material Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding the Grantor's ownership of any Material Patent or Material Trademark or its right to register the same or to keep and maintain the same.

(iv) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Material Patents and Material Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(v) Promptly notify the Lender after it learns that any Material Patent or Material Trademark included in the Collateral is infringed, misappropriated or diluted by a third party and, upon and subject to advice of legal counsel, promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect such Material Patent or Material Trademark.

(vi) Not make any assignment or agreement in conflict with the security interest in the Material Patents or Material Trademarks of the Grantor hereunder.

(d) New Patents and Trademarks. Whenever the Grantor, either by itself or through an agent, employee, licensee or designee, shall file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, promptly provide the Lender with (i) a listing of all such applications (together with a listing of the issuance of registrations or letters on present applications), which new applications and issued registrations or letters shall be subject to the terms and conditions hereunder; and (ii) (A) with respect to Patents, a duly executed Notice of Security Interest in Patents, (B) with respect to Trademarks, a duly executed Notice of Security Interest in Trademarks, or (C) such other duly executed documents as the Lender may request in a form acceptable to counsel for the Lender and suitable for recording to evidence the security interest in the Patent or Trademark which is the subject of such new application.

5. Events of Default. The occurrence of an event which under the Loan Agreement would constitute an Event of Default shall be an Event of Default hereunder (an "Event of Default").

6. Remedies. This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

7. Rights of the Lender.

(a) Power of Attorney. In addition to other powers of attorney contained herein, each Grantor hereby designates and appoints the Lender, and each of its designees or agents, as attorney-in-fact of the Grantor, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence and during the continuance of an Event of Default:

- (i) to demand, collect, settle, compromise, adjust, give discharges and releases, all as the Lender may reasonably determine;
- (ii) to commence and prosecute any actions at any court for the purposes of collecting any Collateral and enforcing any other right in respect thereof;
- (iii) to defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as the Lender may deem reasonably appropriate;
- (iv) receive, open and dispose of mail addressed to the Grantor and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to the Collateral of the Grantor on behalf of and in the name of the Grantor, or securing, or relating to such Collateral;
- (v) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral or the goods or services which have given rise thereto, as fully and completely as though the Lender were the absolute owner thereof for all purposes;



- (vi) adjust and settle claims under any insurance policy relating thereto;
- (vii) execute and deliver all assignments, conveyances, statements, financing statements, renewal financing statements, security agreements, affidavits, notices and other agreements, instruments and documents that the Lender may determine necessary in order to perfect and maintain the security interests and liens granted in this Security Agreement and in order to fully consummate all of the transactions contemplated therein;
- (viii) institute any foreclosure proceedings that the Lender may deem appropriate; and
- (ix) do and perform all such other acts and things as the Lender may reasonably deem to be necessary, proper or convenient in connection with the Collateral.

This power of attorney is a power coupled with an interest and shall be irrevocable until such time as the Obligations are satisfied in full. The Lender shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Lender in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Lender shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on the Lender solely to protect, preserve and realize upon its security interest in the Collateral.

(b) Performance by the Lender of Obligations. If the Grantor fails to perform any agreement or obligation contained herein, the Lender itself may perform, or cause performance of, such agreement or obligation, and the expenses of the Lender incurred in connection therewith shall be payable by the Grantor pursuant to Section 9 hereof.

(c) Assignment by the Lender. The Lender may from time to time assign the Obligations and any portion thereof and/or the Collateral and any portion thereof, and the assignee shall be entitled to all of the rights and remedies of the Lender under this Security Agreement in relation thereto.

**8. Application of Proceeds.** Upon the occurrence and during the continuance of an Event of Default, any payments in respect of the Obligations and any proceeds of the Collateral, when received by the Lender in cash or its equivalent, will be applied in reduction of the Obligations.

**9. Costs of Counsel.** At all times hereafter, the Grantor agrees to promptly pay upon demand any and all reasonable costs and expenses of the Lender, as required under the Loan Agreement and as necessary to protect the Collateral or to exercise any rights or remedies under this Security Agreement or with respect to any Collateral. All of the foregoing costs and expenses shall constitute Obligations hereunder.

**10. Continuing Agreement.**

(a) This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until such time as the Obligations are satisfied in full. At such time as the Obligations are satisfied in full, this Security Agreement shall be automatically terminated and the Lender shall, upon the request and at the expense of the Grantor, forthwith release all of its liens and security interests

hereunder and shall execute and deliver all UCC termination statements and/or other documents reasonably requested by the Grantors evidencing such termination. Notwithstanding the foregoing all releases and indemnities provided hereunder shall survive termination of this Security Agreement.

(b) This Security Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Obligations is rescinded or must otherwise be restored or returned by the Lender as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made; provided that in the event payment of all or any part of the Obligations is rescinded or must be restored or returned, all reasonable costs and expenses (including without limitation any reasonable legal fees and disbursements) incurred by the Lender in defending and enforcing such reinstatement shall be deemed to be included as a part of the Obligations.

11. Successors in Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Grantor, its successors and assigns and shall inure, together with the rights and remedies of the Lender hereunder, to the benefit of the Lender and its successors and permitted assigns; provided, however, that the Grantor may not assign its rights or delegate its duties hereunder without the prior written consent of the Lender, as required by the Loan Agreement. To the fullest extent permitted by law, the Grantor hereby releases the Lender, and its successors and assigns, from any liability for any act or omission relating to this Security Agreement or the Collateral, except for any liability arising from the gross negligence or wilful misconduct of the Lender, or its officers, employees or agents.

12. Notices. All notices required or permitted to be given under this Security Agreement shall be in conformance with the Loan Agreement.

13. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

14. Headings. The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

15. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial. This Security Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina.

16. Severability. If any provision of any of the Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

17. Other Security. To the extent that any of the Obligations are now or hereafter secured by property other than the Collateral (including, without limitation, real property and securities owned by the Grantor), or by a guarantee, endorsement or property of any other Person, then the Lender shall have the right to proceed against such other property, guarantee or endorsement upon the occurrence of any Event of Default, and the Lender has the right, in its sole discretion, to determine which rights, security, liens,

security interests or remedies the Lender shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or any of the Lender's rights or the Obligations under this Security Agreement.

[SIGNATURE PAGE FOLLOWS]

**PATENT AND TRADEMARK SECURITY AGREEMENT**

[Signature Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

**GRANTOR:**

FLEET FEET, INCORPORATED  
a North Carolina corporation

By:  [SEAL]  
Print: William (Joey) Pointer  
Its: Chief Executive Officer and President

J STREET 1976, LLC  
a North Carolina limited liability company

By:  [SEAL]  
Print: William (Joey) Pointer  
Its: Chief Executive Officer and President

SCHEDULE 1(a)

INTELLECTUAL PROPERTY

U.S. Patents

1. Issued Patents

PATENT NO.	DESCRIPTION OF PATENT ITEM	DATE OF PATENT

2. Patent Applications

DESCRIPTION OF PATENT APPLIED FOR	PATENT APPLICATION NO.	DATE OF FILING OF PATENT APPLICATION

3. U.S. Trademarks

Registered Marks

MARK	REGISTRATION NO.	REGISTRATION DATE
"RUNNING SPOT"	2,524,832	01/01/2002
"PRINCETON RUNNING COMPANY"	3,563,360	01/20/2009
"GREATER BOSTON RUNNING COMPANY"	3,753,421	02/23/2010
"TEXAS RUNNING COMPANY"	3,747,992	02/09/2010
"I RUN THIS TOWN"	2,928,811	03/01/2005
"JACKRABBIT"	4,416,687	10/15/2013
"CAPITAL RUNWALK"	4,243,481	11/13/2012
"NEW YORK RUNNING COMPANY"	4,233,255	10/30/2012
Illustration with words: The stylized phrase "RUN ON!" in red.	4,278,906	01/22/2013
"RUN COLORADO"	4,760,654 (Class 41)	06/23/2015
	4,760,655 (Class 16)	06/23/2015
"WHERE FIT HAPPENS"	4,505,362	04/01/2014
"Where Fit Happens."		
"RUN TEXAS"	4,521,400	04/29/2014
"BOULDER RUNNING COMPANY"	4,865,344	12/08/2015
Illustration with words: Three overlapping mountain shapes above the stylized wording "BOULDER RUNNING COMPANY".	4,865,345	12/08/2015

MARK	REGISTRATION NO.	REGISTRATION DATE
Illustration with words: The stylized word "RUNNING" followed by a stick figure person design followed by the stylized word "FIT", all underlined.	4,816,272	09/22/2015
"RUNNING FIT"	4,816,273	09/22/2015
"RUN REWARDS"	5,020,289	08/16/2016
Illustration without words: Continuous line in the shape of a running rabbit.	5,556,098 (Class 25)	09/04/2018
	5,418,839 (Class 35 and 41)	03/06/2018
Illustration without words: Continuous red line in the shape of a running (red) rabbit.	5,418,837 (Class 35 and 41)	03/06/2018
	5,556,099 (Class 25)	09/04/2018
Illustration with words: The word "JackRabbit.com" in stylized form.	5,481,811	05/29/2018
"RUN BOULDER"	5,753,502	05/14/2019
RUNMOJI	5106623	12/20/2016
WORKPLACE FIT	5163096	03/14/2017
WORKPLACE FIT BY FLEET FEET SPORTS	5198126	05/09/2017
TON OF FUN	4810865	09/15/2015
THE POWER OF RUNNING	5233158	06/27/2017
ALL4RUN	5237972	07/04/2017
LET'S TALK ABOUT BRAS	5238052	07/04/2017
CHANGE EVERYTHING	4833944	10/13/2015
CHANGE EVERYTHING	4832391	10/13/2015
FITNATIC	5246761	07/18/2017
FLEET FEET	1210491	09/28/1982
FLEET FEET	1741392	12/22/1992
THE BIG RUN	5520432	07/17/2018
RUN THIS TOWN	5546506	08/21/2018
THE DISTANCE PROJECT	5730124	04/16/2019
FLEET F FEET	5765102	05/28/2019
FLEET FEET F	5765101	05/28/2019
F	5765100	05/28/2019
THE DISTANCE LAB	5789703	06/25/2019
FLEET FEET RUNNING CLUB	5795275	07/02/2019
MINI MILERS	5795307	07/02/2019
SPEED DEMONS	5795306	07/02/2019
ROCK RUNNERS	5795305	07/02/2019
FIT ID	5891744	10/22/2019
RUNNING CHANGES EVERYTHING	5961702	01/14/2020
ALL LEVELS. EVERY SURFACE. ANY DISTANCE.	5973711	01/28/2020
WALKCREW	6062044	05/26/2020
FLEET FEET DROP SHOP	6159911	09/22/2020
WALKCREW FLEET FEET	6240552	01/05/2021
RUNNING CHANGES EVERYTHING	6351163	05/18/2021
CHANGE EVERYTHING	6351220	05/18/2021
RUNNING CHANGES EVERYTHING	6351221	05/18/2021

MARK	REGISTRATION NO.	REGISTRATION DATE
FLEET FEET SPORTS	3063758	02/28/2006
DO THE RUN THING	6503424	09/28/2021
DIVA NIGHT	3310963	10/16/2007
FLEET FEET SPORTS	3364794	01/08/2008
NO BOUNDARIES	3494871	09/02/2008
FLEET FEET SPORTS	2364606	07/04/2000
BE THE MOVEMENT	3939228	03/29/2011

4. Trademark Applications

TRADEMARK APPLICATION NO.	DESCRIPTION OF TRADEMARK APPLIED FOR	DATE OF TRADEMARK APPLICATION
88197088	DO THE RUN THING	11/16/2018

SCHEDULE 5(a)(i)

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
PATENTS

United States Patent and Trademark Office

Gentlemen:

Please be advised that, pursuant to the Patent and Trademark Security Agreement dated as of \_\_\_\_\_, 2021 (the "Security Agreement"), by and between the Grantor and First Horizon Bank ("Lender"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the patents and patent applications shown below to the Lender:

PATENTS

PATENT NO.	DESCRIPTION OF PATENT ITEM	DATE OF PATENT

PATENT APPLICATIONS

DESCRIPTION OF PATENT APPLIED FOR	PATENT APPLICATION NO.	DATE OF FILING OF PATENT APPLICATION

The Grantor and the Lender hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

Very truly yours,

\_\_\_\_\_

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



**SCHEDULE 5(a)(ii)**

**NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that, pursuant to the Patent and Trademark Security Agreement dated as of \_\_\_\_\_, 2021 (the "Security Agreement"), by and between the Grantor and First Horizon Bank ("Lender"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Lender:

TRADEMARKS

TRADEMARK NO.	DESCRIPTION OF TRADEMARK ITEM	DATE OF TRADEMARK
2,524,832	"RUNNING SPOT"	01/01/2002
3,563,360	"PRINCETON RUNNING COMPANY"	01/20/2009
3,753,421	"GREATER BOSTON RUNNING COMPANY"	02/23/2010
3,747,992	"TEXAS RUNNING COMPANY"	02/09/2010
2,928,811	"I RUN THIS TOWN"	03/01/2005
4,416,687	"JACKRABBIT"	10/15/2013
4,243,481	"CAPITAL RUNWALK"	11/13/2012
4,233,255	"NEW YORK RUNNING COMPANY"	10/30/2012
4,278,906	Illustration with words: The stylized phrase "RUN ON!" in red.	01/22/2013
4,760,654 (Class 41)	"RUN COLORADO"	06/23/2015
4,760,655 (Class 16)		06/23/2015
4,505,362	"WHERE FIT HAPPENS"	04/01/2014
	"Where Fit Happens."	
4,521,400	"RUN TEXAS"	04/29/2014
4,865,344	"BOULDER RUNNING COMPANY"	12/08/2015
4,865,345	Illustration with words: Three overlapping mountain shapes above the	12/08/2015

	stylized wording "BOULDER RUNNING COMPANY".	
4,816,272	Illustration with words: The stylized word "RUNNING" followed by a stick figure person design followed by the stylized word "FIT", all underlined.	09/22/2015
4,816,273	"RUNNING FIT"	09/22/2015
5,020,289	"RUN REWARDS"	08/16/2016
5,556,098 (Class 25) 5,418,839 (Class 35 and 41)	Illustration without words: Continuous line in the shape of a running rabbit.	09/04/2018 03/06/2018
5,418,837 (Class 35 and 41) 5,556,099 (Class 25)	Illustration without words: Continuous red line in the shape of a running (red) rabbit.	03/06/2018 09/04/2018
5,481,811	Illustration with words: The word "JackRabbit.com" in stylized form.	05/29/2018
5,753,502	"RUN BOULDER"	05/14/2019
5106623	RUNMOJI	12/20/2016
5163096	WORKPLACE FIT	03/14/2017
5198126	WORKPLACE FIT BY FLEET FEET SPORTS	05/09/2017
4810865	TON OF FUN	09/15/2015
5233158	THE POWER OF RUNNING	06/27/2017
5237972	ALL4RUN	07/04/2017
5238052	LET'S TALK ABOUT BRAS	07/04/2017
4833944	CHANGE EVERYTHING	10/13/2015
4832391	CHANGE EVERYTHING	10/13/2015
5246761	FITNATIC	07/18/2017
1210491	FLEET FEET	09/28/1982
1741392	FLEET FEET	12/22/1992
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5765102	FLEET F FEET	05/28/2019
5765101	FLEET FEET F	05/28/2019
5765100	F	05/28/2019

5789703	THE DISTANCE LAB	06/25/2019
5795275	FLEET FEET RUNNING CLUB	07/02/2019
5795307	MINI MILERS	07/02/2019
5795306	SPEED DEMONS	07/02/2019
5795305	ROCK RUNNERS	07/02/2019
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5961702	RUNNING CHANGES EVERYTHING	01/14/2020
5973711	ALL LEVELS. EVERY SURFACE. ANY DISTANCE.	01/28/2020
6062044	WALKCREW	05/26/2020
6159911	FLEET FEET DROP SHOP	09/22/2020
6240552	WALKCREW FLEET FEET	01/05/2021
6351163	RUNNING CHANGES EVERYTHING	05/18/2021
6351220	CHANGE EVERYTHING	05/18/2021
6351221	RUNNING CHANGES EVERYTHING	05/18/2021
3063758	FLEET FEET SPORTS	02/28/2006
6503424	DO THE RUN THING	09/28/2021
3310963	DIVA NIGHT	10/16/2007
3364794	FLEET FEET SPORTS	01/08/2008
3494871	NO BOUNDARIES	09/02/2008
2364606	FLEET FEET SPORTS	07/04/2000
3939228	BE THE MOVEMENT	03/29/2011

TRADEMARK APPLICATIONS

TRADEMARK APPLICATION No.	DESCRIPTION OF TRADEMARK APPLIED FOR	DATE OF TRADEMARK APPLICATIONS
88197088	DO THE RUN THING	11/16/2018

[NO FURTHER TEXT ON THIS PAGE]

The Grantor and the Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (j) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

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

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