

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Retail Brands Acquisition Company LLC		01/10/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC, as Collateral Agent		
Street Address:	150 East 58th Street, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3336965	P	
Registration Number:	4093931	P	
Registration Number:	4780742	P	
Registration Number:	6524341	P PAYLESS	
Registration Number:	3482321	P PAYLESS SHOESOURCE	
Registration Number:	3413177	P PAYLESS SHOESOURCE	
Registration Number:	6498230	P PAYLESS	
Registration Number:	3750790	P PAYLESS SHOESOURCE	
Registration Number:	3469562	P PAYLESS SHOESOURCE	
Registration Number:	3482324	P PAYLESS SHOESOURCE	
Registration Number:	1949546	PAYLESS	
Registration Number:	6524299	P PAYLESS	
Registration Number:	2126943	PAYLESS SHOE SOURCE	
Registration Number:	1958918	PAYLESS SHOESOURCE	
Registration Number:	1731803	PAYLESS SHOESOURCE	
Registration Number:	1903614	PAYLESS SHOESOURCE	
Registration Number:	2389340	PAYLESS.COM	
Registration Number:	5617605	PAYLESS.COM	
Serial Number:	90169864	P	

CH \$640.00 3336965

Property Type	Number	Word Mark
Serial Number:	90169903	P
Serial Number:	88212865	PALESSI
Serial Number:	90371066	P PAYLESS
Serial Number:	90371058	P PAYLESS
Serial Number:	90641053	PAYLESS
Serial Number:	90649908	PAYLESS

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 34089.020

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 01/13/2022

Total Attachments: 9

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- source=(78895681_1) Payless - IP Security Agreement (X)#page2.tif
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ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Retail Brands Acquisition Company LLC (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office and in corresponding offices in other countries as set forth on Schedule A (the “Trademarks”);

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of January 14, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Blue Torch Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Assignee”) and as supplemented by that certain Security Supplement Agreement, entered into by the Assignor, dated as of January 10, 2022, in favor of the Assignee; and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 10, 2022.

RETAIL BRANDS ACQUISITION COMPANY
LLC

By: _____



Name: John Ollet

Title: Chief Financial Officer

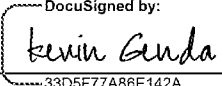
[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 007559 FRAME: 0294

ACCEPTED AND AGREED:

BLUE TORCH FINANCE, LLC,
as Collateral Agent

By: Blue Torch Capital LP, its managing
member

By: 
Name: 33D5F77A86E142A...
Title:

SCHEDULE A TO ASSIGNMENT FOR SECURITY¹

United States Trademark Registrations and Applications

Mark (Class)	Country/State	Application No.	Registration No.
P color design (35)	United States	78839362	3336965
P Design (35)	United States	85393979	4093931
P design (9, 14, 18, 26)	United States	86432696	4780742
P Design (b/w) (25)	United States	90169864	
P Design (color) (25)	United States	90169903	
PALESSI (18, 25, 35)	United States	88212865	
P PAYLESS & Design (b/w one line) (18)	United States	90375087	6524341
P PAYLESS SHOESOURCE & Design (b/w one line) (25)	United States	78839032	3482321
P PAYLESS & Design (b/w one line) (26)	United States	90371066	
P PAYLESS & Design (b/w one line) (3)	United States	90371058	
P PAYLESS SHOESOURCE & Design (b/w one line) (35)	United States	78839064	3413177
P PAYLESS & Design (color one line) (18)	United States	90367848	6498230
P PAYLESS SHOESOURCE & Design (color one line) (25)	United States	78840036	3750790
P PAYLESS SHOESOURCE & Design (color one line) (35)	United States	78840175	3469562
P PAYLESS SHOESOURCE & Design (color stacked) (35)	United States	78840254	3482324
PAYLESS (35)	United States	90641053	
PAYLESS (25)	United States	90649908	
PAYLESS (35)	United States	74499700	1949546
P PAYLESS & Design (color one line)	United States	90367882	6524299
PAYLESS SHOE SOURCE & Design (old) (stacked blk on wht) 35)	United States	75181488	2126943
PAYLESS SHOESOURCE & Design (old) (42)	United States	74662520	1958918
PAYLESS SHOESOURCE & Design (old) (42)	United States	74125947	1731803
PAYLESS SHOESOURCE (word) (25)	United States	74400347	1903614
PAYLESS.COM (35)	United States	75642743	2389340
PAYLESS.COM (35)	United States	88039793	5617605

¹ The Assignor will acquire ownership of the intellectual property listed on this Schedule A pursuant to that certain Trademark Contribution Agreement to be entered into by Payless ShoeSource Worldwide, LLC and the Assignor on or about January 10, 2022.

Foreign Trademark Registrations and Applications

Mark (Class)	Jurisdiction	Application Serial Number	Registration Number
P PAYLESS SHOESOURCE & Design (one line in color) (35)	Colombia	07025806	343643
PAYLESS SHOE SOURCE & Design (old) (stacked color blk bkgnd) (35)	Colombia	01087951	256466
PAYLESS SHOE SOURCE & Design (old) (stacked color) (35)	Colombia	01087949	250395
PAYLESS SHOESOURCE	Colombia	18286	18286
PAYLESS SHOESOURCE & Design (old) (blk on wht-one line) (25)	Colombia	93382318	156219
PAYLESS SHOESOURCE & Design (old) (blk on wht-one line) (42)	Colombia	9338515	173173
PAYLESS SHOESOURCE & Design (old) (color w/ blk bkgnd) (35)	Colombia	01087947	250394
PAYLESS SHOESOURCE (25)	Colombia	01087946	250393
PAYLESS SHOESOURCE (35)	Colombia	01087945	256465
PAYLESS SHOESOURCE WORLDWIDE, INC.	Colombia	18287	18287
P design (25, 35)	Costa Rica	20060005933	165811
P design (35)	Costa Rica	20060005934	164199
P PAYLESS SHOESOURCE & Design (b/w stacked) (25)	Costa Rica	2006-5949	242618
P PAYLESS SHOESOURCE & Design (Color-one line) (25)	Costa Rica	2006-5935	242614
P PAYLESS SHOESOURCE & Design (Color-one line) (35)	Costa Rica	2006-5936	281335
PAYLESS SHOESOURCE (25)	Costa Rica	1994-4765	109470
PAYLESS SHOESOURCE (25, 35)	Costa Rica	1994-0461	87270
PAYLESS SHOESOURCE (42)	Costa Rica	1994-0461	87270
PAYLESS SHOESOURCE (trade name)	Costa Rica	1994-4766	109480
P PAYLESS SHOESOURCE & Design (b/w stacked) (35)	Dominican Republic	06/26245	155082

P PAYLESS SHOESOURCE & Design (color one line) (25)	Dominican Republic	2006-25833	154945
PAYLESS SHOESOURCE & Design (old) (b/w one line) (25)	Dominican Republic	32144	59152
PAYLESS SHOESOURCE & Design (old) (color one line) (18)	Dominican Republic	32110	58451
PAYLESS SHOESOURCE & Design (old) (color one line) (18)	Dominican Republic	32144	58429
PAYLESS SHOESOURCE & Design (old) (color one line) (42)	Dominican Republic	32071	59152
PAYLESS SHOESOURCE (18)	Dominican Republic	31471	58430
PAYLESS SHOESOURCE (18)	Dominican Republic	31973	58454
PAYLESS SHOESOURCE (25)	Dominican Republic	21643	57811
PAYLESS SHOESOURCE (42)	Dominican Republic	32031	59148
PAYLESS SHOESOURCE, INC. (tradename)	Dominican Republic	31371	49271
Stylized "P" b/w design (25)	Dominican Republic	155152	155152
Stylized "P" b/w design (35)	Dominican Republic	155079	155079
P Design (25)	Ecuador	169763	2162-07
P Design (35)	Ecuador	169764	962-07
P PAYLESS SHOESOURCE & Design (b/w-stacked) (25)	Ecuador	169765	2163-07
P PAYLESS SHOESOURCE & Design (b/w-stacked) (35)	Ecuador	169766	963-07
P PAYLESS SHOESOURCE & Design (Color-one line) (25)	Ecuador	169767	2164-07
P PAYLESS SHOESOURCE & Design (Color-one line) (35)	Ecuador	169768	964-07
PAYLESS (35)	Ecuador	211167	1845-09
PAYLESS SHOESOURCE & Design (old) (blk letters one line) (42)	Ecuador	39126	788-95
PAYLESS SHOESOURCE (25)	Ecuador	117056	16789-02
PAYLESS SHOESOURCE (35)	Ecuador	2014-22720	2371
P PAYLESS SHOESOURCE & Design (b/w-stacked) (25)	El Salvador	20060076427	107 Book 73

P PAYLESS SHOESOURCE & Design (b/w-stacked) (35)	El Salvador	20060076429	183 Book 74
P PAYLESS SHOESOURCE & Design (color-one line) (25)	El Salvador	20060076422	180 Book 74
P PAYLESS SHOESOURCE & Design (color-one line) (35)	El Salvador	20060076420	115 Book 73
PAYLESS SHOESOURCE (42)	El Salvador	538/94	154/39/309
PAYLESS SHOESOURCE [tradename]	El Salvador	2020029355	35 Book 1
Stylized "P" b/w design (25)	El Salvador	20060076424	185 Book 74
Stylized "P" b/w design (35)	El Salvador	20060076425	101 Book 73
P (Design) (25)	Guatemala	2005-3066	146599
P (Design) (35)	Guatemala	2005-3067	146598
P PAYLESS SHOESOURCE & Design (b/w-stacked) (35)	Guatemala	2005-3069	148543
P PAYLESS SHOESOURCE & Design (b/w-stacked) (25)	Guatemala	2005-3068	148391
P PAYLESS SHOESOURCE & Design (color-one line) (25)	Guatemala	2005-3070	148402
P PAYLESS SHOESOURCE & Design (color-one line) (35)	Guatemala	2005-3071	148238
PAYLESS SHOESOURCE & Design (old) (color one line) (42)	Guatemala	437-94	80323
PAYLESS SHOESOURCE (25)	Guatemala	2014-9875	205039
PAYLESS SHOESOURCE (35)	Guatemala	436/94	75385
P PAYLESS SHOESOURCE & Design (b/w-stacked old)	Guatemala	2001-02735	114703 70 242
PAYLESS SHOESOURCE (Tradename)	Guatemala	1360-94	9681 488 18
PAYLESS.COM (35)	Guatemala	6650	116628 195 247
P Design (25)	Honduras	15817-06	113360
P Design (35)	Honduras	15818-06	15895
P PAYLESS SHOESOURCE & Design (b/w stacked) (25)	Honduras	15816-06	99395
P PAYLESS SHOESOURCE & Design (b/w stacked) (35)	Honduras	15815-06	11978
P PAYLESS SHOESOURCE & Design (color one line) (35)	Honduras	1581406	12012

P PAYLESS SHOESOURCE & Design (Color-one line) (25)	Honduras	15813-06	101316
PAYLESS SHOESOURCE & Design (old) (color one line) (25)	Honduras	1420/94	61.945
PAYLESS SHOESOURCE & Design (old) (color one line) (42)	Honduras	1420/94	2.08
PAYLESS SHOESOURCE & Design (old) (wht on blk bkgnd) (35)	Honduras	5289-01	8549
PAYLESS SHOESOURCE (25)	Honduras	1417/94	61074
PAYLESS SHOESOURCE (42)	Honduras	1416/94	2079
P PAYLESS SHOESOURCE & Design (colored stacked old) (25)	Honduras	5287-01	8729
PAYLESS.COM (42)	Honduras	12017/99	5983
P PAYLESS SHOESOURCE & Design (25, 35) (Color-One Line)	Jamaica	50537	50537
PAYLESS SHOESOURCE & Design (old) (color one line) (25)	Jamaica	25/1481	B26315
PAYLESS SHOESOURCE (25)	Jamaica	25/1485	B26314
P PAYLESS SHOESOURCE & Design (b/w stacked) (25, 35)	Nicaragua	20061424	0700105LM
P PAYLESS SHOESOURCE & Design (color one line) (25, 35)	Nicaragua	2006-1421	0700179LM
PAYLESS (25 & 35)	Nicaragua	2008-00391	0900532 LM
PAYLESS SHOESOURCE & Design (old) (color one line) (35)	Nicaragua	94-01864	27696CC
PAYLESS SHOESOURCE (35)	Nicaragua	94-01865	27687CC
PAYLESS.COM (36)	Nicaragua	2000/03741	49,234
Stylized "P" b/w design (25, 35)	Nicaragua	2006-1425	0700228 LM
P (Design only) (25)	Panama	150403	150403
P (Design only) (35)	Panama	150402	150402
P PAYLESS SHOESOURCE & Design (b/w stacked) (35)	Panama	150405	150405
P PAYLESS SHOESOURCE & Design (b/w-stacked) (25)	Panama	150404	150404
P PAYLESS SHOESOURCE & Design (Color-one line) (25)	Panama	150406	150406

P PAYLESS SHOESOURCE & Design (Color-one line) (35)	Panama	150407	150407
PAYLESS (25)	Panama	112513	112513
PAYLESS (35)	Panama	112523	112523
PAYLESS SHOE SOURCE & Design (old) (stacked b/w) (25)	Panama	112521	112521
PAYLESS SHOE SOURCE & Design (old) (stacked b/w) (35)	Panama	112522	112522
PAYLESS SHOE SOURCE & Design (old) (stacked color) (25)	Panama	112674	112674
PAYLESS SHOE SOURCE & Design (old) (stacked color) (35)	Panama	112673	112673
PAYLESS SHOESOURCE & Design (old) (color one line) (25)	Panama	70948	70948
PAYLESS SHOESOURCE & Design (old) (color one line) (42)	Panama	70773	70773
PAYLESS SHOESOURCE & Design (old) (color w/ blk bkgrnd) (25)	Panama	112671	112671
PAYLESS SHOESOURCE & Design (old) (color w/ blk bkgrnd) (35)	Panama	112672	112672
PAYLESS SHOESOURCE (25)	Panama	71595	71595
PAYLESS SHOESOURCE (42)	Panama	70011	70011
PAYLESS.COM (42)	Panama	105025	105025
P PAYLESS SHOESOURCE b/w-stacked (25, 35)	Trinidad	37150	37150
P PAYLESS SHOESOURCE (color-one line) (25, 35)	Trinidad	37152	37152
PAYLESS.COM (35)	Trinidad	31098	31098
Stylized "P" b/w design (25, 35)	Trinidad	37151	37151