

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM704723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DR.'S OWN, LLC		12/10/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		
Street Address:	2001 Ross Ave.		
Internal Address:	Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	6260515	TOPOSCAN	
Registration Number:	5693833	AMERICA'S ARCH SUPPORT EXPERTS	
Registration Number:	4196933	TOPO SCAN BY GOOD FEET	
Registration Number:	4159328	TOPOSCAN	
Registration Number:	4004085	PAIN RELIEF FROM HEEL TO TOE!	
Registration Number:	3851588	ENDURASTEP	
Registration Number:	3604425	GOOD FEET YOUR FOOT SOLUTION	
Registration Number:	2899463		
Registration Number:	3320223		
Registration Number:	3169729	GOOD FEET AMERICA'S #1 ARCH SUPPORT	
Registration Number:	3230431		
Registration Number:	3183328	GOOD FEET	
Registration Number:	3320080	GOOD FEET	
Registration Number:	3313712	GOOD FEET	
Registration Number:	3667850	GOOD FEET	
Registration Number:	2653895	YOUR ARCH SUPPORT STORE	
Registration Number:	2545069	G	
Registration Number:	2766190	G	

CH \$765.00 6260515

Property Type	Number	Word Mark
Registration Number:	2852411	GOOD FEET
Registration Number:	2751902	GOOD FEET
Registration Number:	2751904	THE GOOD FEET STORE
Registration Number:	2751905	THE GOOD FEET STORE
Registration Number:	3613370	DR.'S OWN
Registration Number:	2130530	DR.'S OWN
Registration Number:	2742104	DR.'S OWN
Registration Number:	2852408	GOOD FEET
Registration Number:	2751886	GOOD FEET
Registration Number:	3088276	GOOD FEET WORLDWIDE
Registration Number:	3230432	
Serial Number:	90880225	GOOD FEET

CORRESPONDENCE DATA

Fax Number:

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: 1404215366413664

Email: afasolino@kslaw.com

Correspondent Name: Anthony Fasolino

Address Line 1: 1180 Peachtree St NE

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Anthony Fasolino

SIGNATURE: /Anthony Fasolino/

DATE SIGNED: 01/26/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2021, (this “**Agreement**”) by [DR.’S OWN, LLC, a Delaware limited liability company (“**Grantor**”)], in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of December 10, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **GOOD FEET WORLDWIDE LLC**, a Delaware limited liability company (“**Good Feet**”; together with Grantor, each a “**Company**” and together the “**Companies**”), Grantor, **GOOD FEET HOLDINGS, LLC**, a Delaware limited liability company (“**Holdings**”), certain Subsidiaries of Company, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent, Collateral Agent and Lead Arranger, the Lenders have agreed to make certain Loans to the Company;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of December 10, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use”

with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

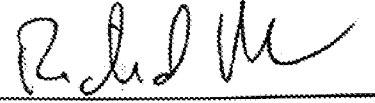
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DR.'S OWN, LLC

By: 

Name: Richard Moore

Title: Chief Executive Officer & President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007568 FRAME: 0237

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as the Collateral Agent

By: 
Name: Justin Betzen
Title: Authorized Signatory

Schedule I

Title	Company	Country Name	Application #	Date Filed	Registration #	Registration Date	Status
<u>GOOD FEET</u>	Dr's Own, LLC	Australia	1265529	Oct 8, 2008	1265529	May 20, 2009	Registered
<u>GOOD FEET</u>	Dr's Own, LLC	Australia	1641324	Aug 15, 2014	1641324	Feb 18, 2016	Registered
<u>GOOD FEET</u>	Dr's Own, LLC	Australia	1617790	Apr 16, 2014	1617790	Oct 13, 2015	Registered
<u>GOOD FEET</u>	Dr's Own, LLC	Bahrain	105276	Aug 28, 2014	105276	Dec 26, 2016	Registered
<u>GOOD FEET</u>	Dr's Own, LLC	Bahrain	105275	Aug 28, 2014	105275	Dec 26, 2016	Registered
<u>GOOD FEET</u>	Dr's Own, LLC	Bahrain	105274	Aug 28, 2014	105274	Dec 26, 2016	Registered
<u>THE GOOD FEET STORE</u>	Dr's Own, LLC	Bahrain	105273	Aug 28, 2014	105273	Dec 26, 2016	Registered
<u>INSERT COMFORT HERE!</u>	Dr's Own, LLC	Canada	1,365,251	Sep 26, 2007	TMA782937	Nov 22, 2010	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	Canada	1,146,983	Jul 16, 2002	TMA648942	Sep 26, 2005	Registered
<u>THE GOOD FEET STORE [& DESIGN]</u>	Dr's Own, LLC	Canada	1,134,079	Mar 13, 2002	TMA630993	Jan 25, 2005	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	Canada	1,280,097	Nov 18, 2005	TMA688023	May 18, 2007	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	China	3554194	May 13, 2003	3554194	Feb 7, 2005	Registered
<u>THE GOOD FEET STORE [& DESIGN]</u>	Dr's Own, LLC	China	3554195	May 13, 2003	3554195	Feb 7, 2005	Registered
<u>THE GOOD FEET STORE [& DESIGN]</u>	Dr's Own, LLC	European Union	2616464	Mar 13, 2002	002616464	Nov 25, 2003	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	European Union	2614469	Mar 13, 2002	002614469	Nov 20, 2003	Registered
<u>THE GOOD FEET STORE [& DESIGN]</u>	Dr's Own, LLC	Hong Kong	300347481	Dec 31, 2004	300347481	May 13, 2005	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	Hong Kong	1959/2003	Apr 4, 2003	300190656	Apr 4, 2003	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	Israel	155863	Mar 13, 2002	155863	Apr 14, 2004	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	Israel	155862	Mar 13, 2002	155862	Apr 14, 2004	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	Japan	2002-019710	Mar 13, 2002	4678110	May 30, 2003	Registered
<u>THE GOOD FEET STORE [& DESIGN]</u>	Dr's Own, LLC	Japan	2002-019711	Mar 13, 2002	4678111	May 30, 2003	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	Japan	2002-019709	Mar 13, 2002	4811004	Oct 15, 2004	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	Kazakhstan	36740	Nov 6, 2006	25915	Aug 11, 2008	Registered
<u>GOOD FOOT</u>	Dr's Own, LLC	Kuwait	140112	May 20, 2013	139029	Jul 14, 2016	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	Kuwait	101955	Mar 16, 2009	101955	Mar 16, 2009	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	Kuwait	101956	Mar 16, 2009	101956	Mar 16, 2009	Registered

GOOD FEET [& DESIGN]	Dr's Own, LLC	Kuwait	101957	Mar 16, 2009	101957	Mar 16, 2009	Registered
GOOD FEET	Dr's Own, LLC	Lebanon	160733	Oct 20, 2014	160733	Oct 20, 2014	Registered
THE GOOD FEET STORE	Dr's Own, LLC	Lebanon	160734	Oct 20, 2014	160734	Oct 20, 2014	Registered
GOOD FEET [& DESIGN]	Dr's Own, LLC	Mexico	540085	Mar 20, 2002	781709	Apr 16, 2003	Registered
THE GOOD FEET STORE	Dr's Own, LLC	New Zealand	1001299	Jul 14, 2014	1001299	Jul 14, 2014	Registered
GOOD FEET	Dr's Own, LLC	New Zealand	1001298	Jul 14, 2014	1001298	Jul 14, 2014	Registered
GOODFEET [IN KOREAN]	Dr's Own, LLC	Republic of Korea	40-2003-0039774	Sep 4, 2003	4006220520000	Jun 21, 2005	Registered
GOOD FEET [IN KOREAN]	Dr's Own, LLC	Republic of Korea	40-2003-0039775	Sep 4, 2003	4006220530000	Jun 21, 2005	Registered
[3 SQUARE DESIGN]	Dr's Own, LLC	Republic of Korea	40-2003-0020230	Sep 23, 2003	4101165540000	May 19, 2005	Registered
[3 SQUARE LOGO]	Dr's Own, LLC	Republic of Korea	40-2003-0053983	Dec 5, 2003	40-0605042	Jan 6, 2005	Registered
THE GOOD FEET STORE [& DESIGN]	Dr's Own, LLC	Republic of Korea	40-2003-0017959	Aug 22, 2003	4101165530000	May 19, 2005	Registered
GOOD FEET [& DESIGN]	Dr's Own, LLC	Republic of Korea	45-2003-0003082	Aug 22, 2003	4500116040000	Jan 14, 2005	Registered
GOOD FEET [& DESIGN]	Dr's Own, LLC	Russian Federation	2006732253	Nov 8, 2006	346916	Nov 8, 2006	Registered
GOOD FEET	Dr's Own, LLC	Saudi Arabia	1435022192	Oct 12, 2014	1435022192	May 6, 2015	Registered
THE GOOD FEET STORE	Dr's Own, LLC	Saudi Arabia	1435022195	Oct 12, 2014	1435022195	May 6, 2015	Registered
THE GOOD FEET STORE [& DESIGN]	Dr's Own, LLC	Taiwan R.O.C.	092007354	Feb 7, 2003	00192860	Nov 30, 2003	Registered
GOOD FEET [& DESIGN]	Dr's Own, LLC	Taiwan R.O.C.	092007353	Feb 7, 2003	00192859	Dec 1, 2003	Registered
GOOD FEET [& DESIGN]	Dr's Own, LLC	Ukraine	m200617631	Nov 10, 2006	93399	Nov 10, 2006	Registered
GOOD FEET [& DESIGN]	Dr's Own, LLC	United Arab Emirates	166766	Dec 18, 2011	166766	Jan 12, 2017	Registered
GOOD FEET [& DESIGN]	Dr's Own, LLC	United Arab Emirates	166765	Dec 18, 2011	166765	Jan 12, 2017	Registered
GOOD FEET [& DESIGN]	Dr's Own, LLC	United Arab Emirates	166764	Dec 18, 2011	166764	Jan 12, 2017	Registered
TOPOSCAN	Dr.'s Own, Inc.	United States of America	90/026,426	Jun 29, 2020	6,260,515	Feb 2, 2021	Registered
AMERICA'S ARCH SUPPORT EXPERTS	Dr's Own, LLC	United States of America	88/071,039	Aug 8, 2018	5,693,833	Mar 5, 2019	Registered
TOPO SCAN BY GOOD FEET [& DESIGN]	Dr's Own, LLC	United States of America	85/357,042	Jun 27, 2011	4,196,933	Aug 28, 2012	Registered
TOPOSCAN	Dr's Own, LLC	United States of America	85/354,603	Jun 23, 2011	4,159,328	Jun 12, 2012	Registered
PAIN RELIEF FROM HEEL TO TOE!	Dr's Own, LLC	United States of America	85/104,412	Aug 10, 2010	4,004,085	Jul 26, 2011	Registered
ENDURASTEP	Dr's Own, LLC	United States of America	77/879,814	Nov 24, 2009	3,851,588	Sep 21, 2010	Registered
GOOD FEET YOUR FOOT SOLUTION [& DESIGN]	Dr's Own, LLC	United States of America	78/788,865	Jan 10, 2006	3,604,425	Apr 7, 2009	Registered
[3 SQUARE LOGO]	Dr's Own, LLC	United States of America	78/228,754	Mar 21, 2003	2,899,463	Nov 2, 2004	Registered

<u>[3 SQUARE LOGO]</u>	Dr's Own, LLC	United States of America	78/664,990	Jul 6, 2005	3,320,223	Oct 23, 2007	Registered
<u>GOOD FEET AMERICA'S #1 ARCH SUPPORT</u>	Dr's Own, LLC	United States of America	78/537,420	Dec 22, 2004	3,169,729	Nov 7, 2006	Registered
<u>[3 SQUARE LOGO]</u>	Dr's Own, LLC	United States of America	78/260,488	Jun 10, 2003	3,230,431	Apr 17, 2007	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	United States of America	78/756,501	Nov 17, 2005	3,183,328	Dec 12, 2006	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	United States of America	78/639,416	May 27, 2005	3,320,080	Oct 23, 2007	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	United States of America	78/639,375	May 27, 2005	3,313,712	Oct 16, 2007	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	United States of America	78/639,357	May 27, 2005	3,667,850	Aug 11, 2009	Registered
<u>YOUR ARCH SUPPORT STORE</u>	Dr's Own, LLC	United States of America	76/302,614	Aug 20, 2001	2,653,895	Nov 26, 2002	Registered
<u>G [& DESIGN]</u>	Dr's Own, LLC	United States of America	76/302,697	Aug 20, 2001	2,545,069	Mar 5, 2002	Registered
<u>G [& DESIGN]</u>	Dr's Own, LLC	United States of America	76/307,446	Aug 30, 2001	2,766,190	Sep 23, 2003	Registered
<u>GOOD FEET</u>	Dr's Own, LLC	United States of America	76/307,445	Aug 30, 2001	2,852,411	Jun 15, 2004	Registered
<u>GOOD FEET</u>	Dr's Own, LLC	United States of America	76/311,713	Sep 13, 2001	2,751,902	Aug 19, 2003	Registered
<u>THE GOOD FEET STORE [& DESIGN]</u>	Dr's Own, LLC	United States of America	76/312,014	Sep 13, 2001	2,751,904	Aug 19, 2003	Registered
<u>THE GOOD FEET STORE</u>	Dr's Own, LLC	United States of America	76/312,015	Sep 13, 2001	2,751,905	Aug 19, 2003	Registered
<u>DR.'S OWN</u>	Dr's Own, LLC	United States of America	77/361,231	Dec 28, 2007	3,613,370	Apr 28, 2009	Registered
<u>DR.'S OWN</u>	Dr's Own, LLC	United States of America	75/239,212	Feb 10, 1997	2,130,530	Jan 20, 1998	Registered
<u>DR.'S OWN</u>	Dr's Own, LLC	United States of America	78/169,981	Oct 1, 2002	2,742,104	Jul 29, 2003	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	United States of America	76/302,652	Aug 20, 2001	2,852,408	Jun 15, 2004	Registered
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	United States of America	76/302,698	Aug 20, 2001	2,751,886	Aug 19, 2003	Registered
<u>GOOD FEET WORLDWIDE</u>	Dr's Own, LLC	United States of America	78/233,776	Apr 3, 2003	3,088,276	May 2, 2006	Registered
<u>[3 SQUARE LOGO]</u>	Dr's Own, LLC	United States of America	78/260,490	Jun 10, 2003	3,230,432	Apr 17, 2007	Registered
<u>GOOD FEET</u>	Dr's Own, LLC	United States of America	90,880,225	Aug. 12, 2021	N/A	August 12, 2021	Published
<u>THE GOOD FEET STORE</u>	Dr's Own, LLC	Qatar	94292	Jan 13, 2015	N/A	N/A	Published
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	Qatar	94291	Jan 13, 2015	N/A	N/A	Published
<u>GOOD FEET [& DESIGN]</u>	Dr's Own, LLC	Qatar	94290	Jan 13, 2015	N/A	N/A	Published

GOOD FEET [<u>& DESIGN</u>]	Dr's Own, LLC	Malaysia	2013059509	Sep 9, 2013	N/A	N/A	Pending
GOOD FEET [<u>& DESIGN</u>]	Dr's Own, LLC	Malaysia	2013059508	Sep 9, 2013	N/A	N/A	Pending
GOOD FEET [<u>& DESIGN</u>]	Dr's Own, LLC	Malaysia	2013059507	Sep 9, 2013	N/A	N/A	Pending
GOOD FEET [<u>& DESIGN</u>]	Dr's Own, LLC	Trinidad and Tobago	52457	Feb 24, 2017	N/A	N/A	Pending

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