

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CROCS, INC.		02/17/2022	Corporation: DELAWARE
JIBBITZ, INC.		02/17/2022	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90845954	COMFORT WITHOUT CARBON	
Serial Number:	88979736	CROC DAY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	02/17/2022		
Total Attachments: 10			
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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 17 day of February, 2022 by **CROCS, INC.**, a Delaware corporation ("Crocs"), and **JIBBITZ, INC.**, a Colorado corporation ("Jibbitz" and together with Crocs, the "Grantors" and each, a "Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent ("Administrative Agent") for the Lenders.

W I T N E S S E T H

WHEREAS, Crocs, Inc. ("Crocs"), Crocs Retail, LLC ("Crocs Retail"), Jibbitz, Colorado Footwear C.V. ("CFCV") and Crocs Europe B.V. ("CEBV", and together with Crocs, Crocs Retail, Jibbitz and CFCV, the "Borrowers") has entered into that certain Second Amended and Restated Credit Agreement with Administrative Agent, the subsidiaries party thereto from time to time as Guarantors and the institutions from time to time parties thereto as lenders (collectively, the "Lenders") dated as of July 26, 2019 (as amended by the First Amendment, dated as of March 26, 2020, Second Amendment, dated as of November 13, 2020, Third Amendment, dated as of July 23, 2021, and the Fourth Amendment, dated as of the date hereof and as further amended, restated, supplemented or modified from time to time, the "Credit Agreement") providing for the Loans to be made to Borrowers by Lenders;

WHEREAS, each Grantor has granted to Administrative Agent, for its own benefit and for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers and the other Grantors under the Credit Agreement and other Loan Documents;

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

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement or the Security Agreement (as defined in the Credit Agreement), as applicable.

2. Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement and the other Loan Documents, each Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark. For the avoidance of doubt, any "intent-to-use" Trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051 shall not be subject to the

security interest granted under this Section 2 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 application or registration issuing, unless and until an “Amendment to Allege Use” or a “Statement of Use” has been filed;

(ii) each Patent listed on Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof; and

(iii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks listed on Schedule 1 and the Patents listed on Schedule 2 attached hereto constitute all currently issued trademark registrations, currently pending trademark applications, currently issued patent registrations and currently pending patent applications owned or registered to such Grantor as of the date of this Agreement.

4. Termination of Security Interest. The security interest described herein shall continue in effect to secure all Obligations from time to time incurred or arising unless and until all Obligations have been indefeasibly paid and satisfied in full and the Credit Agreement has been terminated.


5. APPLICABLE LAW. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER THE LAWS OF THE STATE OF NEW YORK AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF SAID STATE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to any Loan Document shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

[Signatures to appear on following page]

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

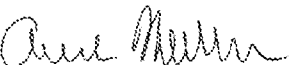
CROCS, INC., as a Grantor

By: 

Name: Anne Mehlman

Title: Executive Vice President & Chief Financial Officer

JIBBITZ, INC., as a Grantor

By: 

Name: Anne Mehlman

Title: Treasurer

Agreed and Accepted

As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,

as Administrative Agent

By: Dana Kerpsack

Name: Dana Kerpsack

Title: Vice President

SCHEDULE 1

U.S. TRADEMARKS AND APPLICATIONS

Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
Crocs, Inc.	COMFORT WITHOUT CARBON	90845954 07/23/2021	N/A
Crocs, Inc.	CROC DAY	88979736 11/19/2018	6247667 01/12/2021

SCHEDULE 2

U.S. PATENTS AND APPLICATIONS

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
1.	Crocs, Inc.	Footwear With Dual Molded Piece Construction	13460537 04/30/2012	10959485 03/30/2021
2.	Crocs, Inc.	Footwear	29669908 11/12/2018	D865337 11/05/2019
3.	Crocs, Inc.	Footwear	29630319 12/20/2017	D869137 12/10/2019
4.	Crocs, Inc.	Footwear	29682157 03/01/2019	D869826 12/17/2019
5.	Crocs, Inc.	Footwear	29621537 10/09/2017	D873544 01/28/2020
6.	Crocs, Inc.	Footwear	29631272 12/28/2017	D874797 02/11/2020
7.	Crocs, Inc.	Shoe	29590124 01/06/2017	D874799 02/11/2020
8.	Crocs, Inc.	Footwear	29697876 07/11/2019	D876051 02/25/2020
9.	Crocs, Inc.	Toy Cat Mask	29656460 07/12/2018	D877820 03/10/2020
10.	Crocs, Inc.	Footbed	29630408 12/20/2017	D882926 05/05/2020
11.	Crocs, Inc.	Shoe	29634551 01/23/2018	D884320 05/19/2020
12.	Crocs, Inc.	Footwear	29656428 07/12/2018	D895943 09/15/2020
13.	Crocs, Inc.	Footwear	29626809 11/20/2017	D905413 12/22/2020
14.	Crocs, Inc.	Footwear	29656430 07/12/2018	D909027 02/02/2021
15.	Crocs, Inc.	Footwear	29679739 02/08/2019	D910285 02/16/2021
16.	Crocs, Inc.	Footwear	29679743 02/08/2019	D910286 02/16/2021
17.	Crocs, Inc.	Footwear	29679742 02/08/2019	D910287 02/16/2021
18.	Crocs, Inc.	Footwear	29679747 02/08/2019	D910288 02/16/2021
19.	Crocs, Inc.	Footwear	29679741 02/08/2019	D919253 05/18/2021
20.	Crocs, Inc.	Footwear	29679744 02/08/2019	D919254 05/18/2021
21.	Crocs, Inc.	Footwear	29699917 07/30/2019	D919255 05/18/2021
22.	Crocs, Inc.	Footwear	296999180 7/30/2019	D919256 05/18/2021
23.	Crocs, Inc.	Footwear	29723458 02/06/2020	D919258 N/A
24.	Crocs, Inc.	Footwear	29699924 07/30/2019	D921340 06/08/2021

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
25.	Crocs, Inc.	Footwear Outsole	29723592 02/07/2020	D932751 10/12/2021
26.	Crocs, Inc.	Footwear	29502896 09/19/2014	D935142 11/09/2021
27.	Crocs, Inc.	Footwear	29723461 02/06/2020	D935749 11/16/2021
28.	Crocs, Inc.	Footwear	29723418 02/06/2020	D936338 11/23/2021
29.	Crocs, Inc.	Methods and Apparatus for Injection and Manufacture of Molded Components with Vacuum Assist	16591463 10/02/2019	N/A
30.	Crocs, Inc.	Footwear	29302592 01/18/2008	D585185 01/27/2009
31.	Crocs, Inc.	Footwear	29433418 09/28/2012	D732804 06/30/2015
32.	Crocs, Inc.	Footwear	29590088 01/06/2017	D856642 08/20/2019
33.	Crocs, Inc.	Footwear	29609986 07/07/2017	D859797 09/17/2019
34.	Crocs, Inc.	Footwear	29679764 02/08/2019	D909717 02/09/2021
35.	Jibbitz, Inc.	System and method for securing accessories to clothing	11408130 04/20/2006	7698836 04/20/2010
36.	Jibbitz, Inc.	System and method for securing accessories to wearable items	11737649 04/19/2007	8122519 02/28/2012
37.	Jibbitz, Inc.	System and method for securing accessories to clothing	12718863 03/05/2010	8782814 07/22/2014
38.	Crocs, Inc.	TOTE SHAPED ARTICLE	29815163 11/11/2021	N/A
39.	Crocs, Inc.	PHONE CASE SHAPED ARTICLE	29815166 11/11/2021	N/A
40.	Crocs, Inc.	FOOTWEAR (Classic Crush Rain Boot - Style 207946)	29804561 08/20/2021	N/A
41.	Crocs, Inc.	FOOTWEAR (LiteRide Clog – Style No. 204592) U.S. Continuation Re-Issue Application	29804027 08/17/2021	N/A
42.	Crocs, Inc.	FOOTWEAR (LiteRide Clog – Style No. 204592) U.S. Continuation Re-Issue Application	29804025 08/17/2021	N/A
43.	Crocs, Inc.	FOOTWEAR (Crocs Moc Style No. 207702) – United States Design Patent Application - Version 2	29802896 08/09/2021	N/A
44.	Crocs, Inc.	FOOTWEAR (CROCS MOC)	29802200 08/03/2021	N/A
45.	Crocs, Inc.	FOOTWEAR (204592 Literide Clog) - Reissue	29801380 07/28/2021	N/A
46.	Crocs, Inc.	Footwear (Pool Crocs Balenciaga Collab - Style No. 207617)	29787312 06/05/2021	N/A
47.	Crocs, Inc.	Footwear (Crocs Madame Balenciaga Collab - Style No. 207532)	29787308 06/05/2021	N/A
48.	Crocs, Inc.	Footwear (Hard Crocs Balenciaga Collab - Style No. 2075332)	29787310 06/05/2021	N/A

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	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
49.	Crocs, Inc.	Footwear (Crocs Boot Balenciaga Collab - Style No. 207616)	29787311 06/05/2021	N/A
50.	Crocs, Inc.	FOOTWEAR (Classic All Terrain Sandal - Style Nos. 207707 & 207711)	29787257 06/04/2021	N/A
51.	Crocs, Inc.	FOOTWEAR (Classic All Terrain Flip - Style No. 207712)	29787259 06/04/2021	N/A
52.	Crocs, Inc.	REMOVABLE STRAP SYSTEM	63196621 06/03/2021	N/A
53.	Crocs, Inc.	Footwear (Salehe Classic - Style No. 207393)	29787036 06/03/2021	N/A
54.	Crocs, Inc.	Footwear (Classic Height for Her Flip - Style No. 207714)	29786626 06/01/2021	N/A
55.	Crocs, Inc.	FOOTWEAR OUTSOLE	29786624 06/01/2021	N/A
56.	Crocs, Inc.	FOOTWEAR (Classic Cozzy Sandal (Base Only) - Style No. 207446)	29786628 06/01/2021	N/A
57.	Crocs, Inc.	FOOTWEAR (Classic Cozzy Sandal (Entire Shoe) - Style No. 207447)	29786630 06/01/2021	N/A
58.	Crocs, Inc.	Footwear (Classic Crocs Flip Style No. 207713)	297866410 06/01/2021	N/A
59.	Crocs, Inc.	FOOTWEAR (Classic Crocs Cutie Clog K (Base Only) Style No. 207708)	29786639 06/01/2021	N/A
60.	Crocs, Inc.	FOOTWEAR (Classic Sandal T - Style 207537)	29774231 03/15/2021	N/A
61.	Crocs, Inc.	Footwear (Bae 2.0 Takedown Outsole Style 207521)	29771660 02/24/2021	N/A
62.	Crocs, Inc.	FOOTWEAR (Bae 2.0 Takedown Clog Style No. 207521)	29771369 02/22/2021	N/A
63.	Crocs, Inc.	FOOTWEAR (Classic Bae 2.0 Cyber Nights Clog Style 207685)	29771367 02/22/2021	N/A
64.	Crocs, Inc.	Footwear (Classic Bae 2.0 Takedown Sandal Style 207670)	29771356 02/22/2021	N/A
65.	Crocs, Inc.	FOOTWEAR (Classic Bae 2.0 Sandal Style 207686)	29771365 02/22/2021	N/A
66.	Crocs, Inc.	FOOTWEAR (Baya 2 Strap Sandal Style No. 207627)	29771133 02/19/2021	N/A
67.	Crocs, Inc.	FOOTWEAR (Classic Bae 2.0 Sandal Style No. 207444)	29766348 01/14/2021	N/A
68.	Crocs, Inc.	FOOTWEAR (Classic Bae 2.0 Style No. 207443)	29766345 01/14/2021	N/A
69.	Crocs, Inc.	FOOTWEAR (Literide 360 Pacer Slip On Style No. 206717)	29766344 01/14/2021	N/A
70.	Crocs, Inc.	FOOTWEAR (Classic Bae 2.0 Outsole Style No. 207443)	29766351 01/14/2021	N/A
71.	Crocs, Inc.	MOLDED FOOTWEAR UPPER WITH KNIT TEXTURE	17013132 09/04/2020	N/A
72.	Crocs, Inc.	FOOTWEAR (Neo Puff Boots - Styles 207311-12 & 207275)	29745892 08/10/2020	N/A
73.	Crocs, Inc.	FOOTWEAR	29735193 05/19/2020	N/A
74.	Crocs, Inc.	FOOTWEAR (Literide W Sandal Style No. 206711)	29723426 02/06/2020	N/A

SCHEDULE - 2

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
75.	Crocs, Inc.	FOOTWEAR (Literide 360 Pacer Style No. 206705)	29723446 02/06/2020	N/A
76.	Crocs, Inc.	FOOTWEAR (Literide Clog 360 Style No. 206708)	297234620 2/06/2020	N/A
77.	Crocs, Inc.	FOOTWEAR (Literide 360 Pacer Slip On Style No. 206716)	29723436 02/06/2020	N/A
78.	Crocs, Inc.	FOOTWEAR OUTSOLE (Classic Duet Ultra Sport Clog Style No. 206827)	297234500 2/06/2020	N/A
79.	Crocs, Inc.	FOOTWEAR (Classic Mid Clog Style No. 206750)	29723458 02/06/2020	N/A
80.	Crocs, Inc.	FOOTWEAR (Classic Clog - Reexam File)	950021000 8/24/2012	N/A

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