

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709321

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vida Shoes International, Inc.		11/09/2021	Corporation: NEW YORK
SCL Footwear Group, LLC		11/09/2021	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	4 New York Plaza, 17th Floor
Internal Address:	Attention: Stephen J. Marra
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3946017	ADVENTURE DESIGNS
Registration Number:	4643324	ALL TERRA TRACTION
Registration Number:	4119902	ANDRÉ ASSOUS
Registration Number:	5416198	
Serial Number:	90349042	ANDRÉ ASSOUS MADE IN SPAIN FEATHERWEIGHT
Registration Number:	4979360	DESIGNS WITH KIDS IN MIND
Registration Number:	4871059	FLEX-TRACTION
Registration Number:	5201477	J SPORT
Registration Number:	3887252	JAMBU
Registration Number:	5400713	JAMBU & CO.
Registration Number:	5856462	JAMBU & CO
Registration Number:	4864428	JAMBU KD
Registration Number:	4418708	JBU
Registration Number:	5224254	
Registration Number:	5224256	
Registration Number:	4937808	M.A.P. MOTION. ADVENTURE. PLAY.
Serial Number:	90084151	SANA VIDA

TRADEMARK

REEL: 007638 FRAME: 0849

900676644

CH \$715.00 3946017

Property Type	Number	Word Mark
Serial Number:	97024793	AMERICA'S #1 HIP HOP DANCE SNEAKER
Registration Number:	5377113	AMERICA'S # 1 CHEER SHOE
Registration Number:	5377112	AMERICA'S # 1 CHEER SNEAKER
Registration Number:	4770089	
Registration Number:	5347971	THE ORIGINAL ESPADRILLE
Registration Number:	5106735	AMERICA'S #1 HIP HOP DANCE SNEAKER
Registration Number:	5043067	AMERICA'S #1 DANCE SNEAKER
Registration Number:	3600348	VIDA
Registration Number:	3394772	PASTRY
Registration Number:	3597548	PASTRY
Registration Number:	3261382	RUN ATHLETICS

CORRESPONDENCE DATA

Fax Number: 6106401965

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: 6106405800

Email: trademarks@stradley.com

Correspondent Name: Stradley Ronon Stevens & Young, LLP

Address Line 1: Donna Marie Davidson

Address Line 2: 30 Valley Stream Parkway

Address Line 4: Malvern, PENNSYLVANIA 19355

ATTORNEY DOCKET NUMBER:	188108-0029
NAME OF SUBMITTER:	Donna Marie Davidson
SIGNATURE:	/Donna Marie Davidson/
DATE SIGNED:	02/18/2022

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “**Agreement**”), dated as of November 9, 2021, is made by and between Vida Shoes International, Inc., a New York corporation (“**Vida Shoes**”), SCL Footwear Group, LLC, a New York limited liability company (“**SCL**”, each of Vida Shoes and SCL, a “**Grantor**”, and collectively, the “**Grantors**”), and JPMorgan Chase Bank, N.A., as administrative agent to the Lenders (as defined in the Credit Agreement) (in such capacity, the “**Administrative Agent**”).

Recitals

A. Grantors, certain financial institutions a party thereto and Administrative Agent are parties to a Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) dated the same date as this Agreement, setting forth the terms on which Lenders may now or hereafter extend credit to or for the account of Grantors.

B. As a condition to extending credit to or for the account of Grantors, Administrative Agent and Lenders have required the execution and delivery of this Agreement by Grantors.

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 Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“**Patents**” means all of a Grantor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of a Grantor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Grantor hereby irrevocably pledges and collaterally assigns to Administrative Agent, on behalf of Lenders, and grants Administrative Agent, on behalf of Lenders, a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement and the other Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of such Grantor. 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 registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Each Grantor represents, warrants and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all registered Patents owned by such Grantor as of the date hereof, and accurately reflects the existence and status of applications and letters patent pertaining to such registered Patents as of the date hereof. If after the date hereof, such Grantor owns any Patents not listed on Exhibit A that are material to the conduct of such Grantor's business, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to any Patents that are material to the conduct of such Grantor's business, then such Grantor shall within thirty (30) days provide written notice to Administrative Agent with a replacement Exhibit A, which upon acceptance by Administrative Agent shall become part of this Agreement.

(b) **Trademarks.** Exhibit B accurately lists all registered Trademarks owned by such Grantor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to such Grantor's business(es). If after the date hereof, such Grantor owns any Trademarks not listed on Exhibit B that are material to the conduct of such Grantor's business (other than common law marks which are not material to such Grantor's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks that are material to the conduct of such Grantor's business, then such Grantor shall within thirty (30) days provide written notice to Administrative Agent with a replacement Exhibit B, which upon acceptance by Administrative Agent shall become part of this Agreement.

(c) **Title.** Such Grantor has good title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Encumbrances. Such Grantor (i) will have, at the time such Grantor acquires any rights in Patents or Trademarks hereafter arising, good title to each such Patent or Trademark free and clear of all Liens except Permitted Encumbrances, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Encumbrances.

(d) **No Sale.** Except as otherwise permitted by the terms of the Credit Agreement, such Grantor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Administrative Agent's prior written consent.

(e) **Defense.** Such Grantor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all material claims or demands of all Persons other than those holding Permitted Encumbrances.

(f) **Maintenance.** Such Grantor will at its own expense maintain the Patents and the Trademarks material to the conduct of its business to the extent reasonably advisable in its good faith business judgment. Such Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark material to the conduct of its business, nor fail to file any required affidavit or renewal in support thereof, without first providing Administrative Agent: (i) sufficient written notice, of at least thirty (30) days, to allow Administrative Agent to timely pay any such maintenance fees or annuities which may become due on any such Patents or Trademarks material to the conduct of its business, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization

to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable. Notwithstanding anything to the contrary contained in this clause (f), nothing herein contained shall prohibit such Grantor from causing or permitting expiration, abandonment or invalidation of any Patent or Trademark or failing to renew, abandoning or permitting to expire any applications or registrations for any of Patent or Trademark if, in such Grantor's reasonable good faith judgment, such Patents, Trademarks, applications or registrations (as applicable) are no longer useful in the conduct of such Grantor's business.

(g) **Costs and Expenses.** Such Grantor shall pay Administrative Agent on demand the amount of all moneys expended and all out-of-pocket costs and expenses (including reasonable and documented attorneys' fees and disbursements) incurred by Administrative Agent in connection with or as a result of Administrative Agent exercising its rights under **Section 6**, together with interest thereon from the date expended or incurred by Administrative Agent at the default rate set forth in Section 2.13(d) of the Credit Agreement.

(h) **Power of Attorney.** To facilitate Administrative Agent's taking action in connection with exercising its rights under **Section 6**, such Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Administrative Agent, or its delegate, after an Event of Default has occurred and is continuing, as the attorney-in-fact of such Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Grantor to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party in accordance with this Agreement, the other Loan Documents and applicable law. The power of attorney granted herein shall automatically terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Grantors' Use of the Patents and Trademarks.** Such Grantor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks 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 occurs and is continuing.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) any of the representations or warranties contained in **Section 3** shall prove to have been incorrect in any material respect when made (provided that if such representations or warranties are qualified by a materiality clause, then it shall have been incorrect in any respect).

6. **Remedies.** Upon the occurrence and during the continuation of an Event of Default, Administrative Agent may, at its option, take any or all of the following actions:

(a) Administrative Agent may exercise any or all remedies available under the Credit Agreement and the other Loan Documents.

(b) Subject to the terms of the Credit Agreement, Administrative Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Administrative Agent may enforce the Patents and Trademarks and any licenses thereunder, and if Administrative Agent shall commence any suit for such enforcement, Grantors shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified or amended only explicitly in a writing signed by Administrative Agent and Grantors. A waiver signed by Administrative Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Administrative Agent's rights or remedies. All rights and remedies of Administrative Agent shall be cumulative and may be exercised singularly or concurrently, at Administrative Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Grantors under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Administrative Agent shall not be obligated to preserve any rights Grantors may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Grantors and Administrative Agent and their respective participants, successors and assigns and shall take effect when signed by Grantors and delivered to Administrative Agent, and Grantors waive notice of Administrative Agent's acceptance hereof. Administrative Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Administrative Agent 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 signed by Grantors shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York 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. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or by any other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

VIDA SHOES INTERNATIONAL, INC.

By: 
Name: Solomon Dabali
Title: President

SCL FOOTWEAR GROUP, LLC

By: 
Name: Solomon Safdeye
Title: Manager

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: Stephen J. Marra
Title: Authorized Signer

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Security Agreement as of the date first above written.

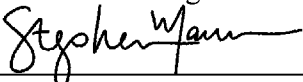
VIDA SHOES INTERNATIONAL, INC.

By: _____
Name: Solomon Dabah
Title: President

SCL FOOTWEAR GROUP, LLC

By: _____
Name: Solomon Safdeye
Title: Manager

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: Stephen J. Marra
Title: Authorized Signer

[Signature Page to Security Agreement]