

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aero IP Holdings, LLC		01/14/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Merchant Factors Corp.		
Street Address:	1400 Broadway, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2737666	A	
Registration Number:	2836671	AEROSOLE	
Registration Number:	2190880	AEROSOLE	
Registration Number:	5199292	AEROSOLE	
Registration Number:	1756927	AEROSOLE	
Registration Number:	2648060	AEROSOLE	
Registration Number:	5012578	FASHION THAT FEELS GOOD	
Registration Number:	1953875		
Registration Number:	3225746	STITCH N TURN	
Registration Number:	3225747	STITCH N TURN	
CORRESPONDENCE DATA			
Fax Number:	2146154151		
<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:	2146154147		
Email:	cboyd@musgrovelaw.com		
Correspondent Name:	Cami Boyd c/o Musgrove Law Firm, P.C.		
Address Line 1:	10000 N. Central Expwy.		
Address Line 2:	Suite 1000		

OP \$265.00 2737666

Address Line 4: Dallas, TEXAS 75231

NAME OF SUBMITTER: Cami Boyd

SIGNATURE: /Cami Boyd/

DATE SIGNED: 03/09/2022

Total Attachments: 29

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address) 21269 - KLESTADT & WINTERS J

Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	84383200 NYNY
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File with: Secretary of State, NY

Lien Solutions

Representation of filing

This filing is Completed

File Number : 202201145077308

File Date : 14-Jan-2022

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Aero IP Holdings LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 1400 Broadway, 18 Floor			CITY New York	STATE NY	POSTAL CODE 10018	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION NY	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME MERCHANT FACTORS CORP.						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1441 Broadway, 22nd Floor			CITY New York	STATE NY	POSTAL CODE 10018	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

(a) (i) All presently existing and hereafter arising accounts and whether or not sold hereunder, contract rights, and all other forms of obligations arising out of the sale or lease of goods or the rendition of services, whether or not earned by performance and any and all credit insurance, guarantees, and security therefor, as well as all returned or reclaimed merchandise related to any of the foregoing; deposit accounts, commercial tort claims; letter of credit rights; electronic chattel paper and license fees (hereinafter referred to as "Accounts"); and

(ii) All sums at any time standing to Debtor's credit on the books of any Affiliate, and all property in the possession of any Affiliate or on which it has a lien or security interest; and

(iii) All books and records relating to any of the foregoing including ledgers; records indicating, summarizing or evidencing Debtor's assets or liabilities, or the collateral; all information relating to Debtor's business operations or financial condition; and all computer programs, disk or tape files, printouts, runs or other computer prepared information, and the equipment containing such information; any money, deposit accounts, or assets of Debtor which hereafter come into Secured Party's possession, custody or control (hereinafter referred to as "Books and Records"); and

(b) All present and future inventory, including goods held for sale or lease or to be furnished under a contract of service, and all present and future raw materials, work in process, finished goods and packing and shipping materials, wherever located, and any documents of title representing any of the foregoing (hereinafter referred to as "Inventory"); and

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
84383200

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME Aero IP Holdings LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS: 84383200-NY-0 21269 - KLESTADT & WINTERS J
MERCHANT FACTORS CORP.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

File with: Secretary of State, NY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional Collateral description:
 (c) All present and hereafter acquired machinery, machine tools, motors, equipment, furniture, furnishings, fixtures, motor vehicles, tools, parts, dies, jugs, goods and any interest in the foregoing and all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing (wherever located) (hereinafter referred to as "Equipment"); and
 (d) Present and future general intangibles and other personal property (including choses or things in action, goodwill, patents, trade names, trademarks, service marks, blueprints, drawings, purchase orders, customer lists, monies, due or recoverable from pension funds, route lists, infringement claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, deposit accounts, insurance premium rebates, tax refunds, and tax refund claims, all present and future letters of credit, notes, drafts, instruments, documents, leases and chattel paper (hereinafter referred to as "Intangibles").

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction
 Filed in connection with a Public-Finance Transaction

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address) 21269 - KLESTADT & WINTERS J

Lien Solutions
 P.O. Box 29071
 Glendale, CA 91209-9071

84468109
 NYNY

File with: Secretary of State, NY

Drawdown #30

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 202201145077308 1/14/2022 SS NY

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

(a) (i) All presently existing and hereafter arising accounts and whether or not sold hereunder, contract rights, and all other forms of obligations arising out of the sale or lease of goods or the rendition of services, whether or not earned by performance and any and all credit insurance, guarantees, and security therefor, as well as all returned or reclaimed merchandise related to any of the foregoing; deposit accounts, commercial tort claims; letter of credit rights; electronic chattel paper and license fees (hereinafter referred to as "Accounts"); and

(ii) All sums at any time standing to Debtor's credit on the books of any Affiliate, and all property in the possession of any Affiliate or on which it has a lien or security interest; and

(iii) All books and records relating to any of the foregoing including ledgers; records indicating, summarizing or evidencing Debtor's assets or liabilities, or the collateral; all information relating to Debtor's business operations or financial condition; and all computer programs, disk or tape files, printouts, runs or other computer prepared information, and the equipment containing such information; any money, deposit accounts, or assets of Debtor which hereafter come into Secured Party's possession, custody or control (hereinafter referred to as "Books and Records"); and

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 MERCHANT FACTORS CORP.

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA Debtor Name: Aero IP Holdings LLC
 84468109



STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA, 99 WASHINGTON AVENUE
ALBANY, NY 12231-0001

KATHY HOCHUL
GOVERNOR

ROBERT J. RODRIGUEZ
ACTING SECRETARY OF STATE

FILING ACKNOWLEDGMENT

February 1, 2022

RETURN TO CUSTOMER SERVICE COUNTER

DELANEY CORPORATE SERVICES LTD.
99 WASHINGTON AVENUE, SUITE 805A
ALBANY NY 12207-0000

Attached is the acknowledgment copy of your recently submitted filing. This filing consists of a total of 42 pages; however, only the first page of the filed document is returned as part of this acknowledgment. This document has been filed with the New York State Department of State, Uniform Commercial Code Division.

The Financing Statement Amendment has been assigned Filing Number:202201280042486 , Filing Date:01/28/2022 . This document has been appended to initial Financing Statement Filing Number: 202201145077308, which was filed on 01/14/2022. The initial Financing Statement will lapse on 01/14/2027 unless continued.

If you have any concerns regarding the way this document is recorded, please contact one of our Customer Service Representatives at (518) 473-2492, or respond in writing to the UCC Data Processing Unit at the address indicated above.

Sincerely,

Uniform Commercial Code Division
Data Processing Unit

REF #: 201912

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is entered into on January 14, 2022, by and among Aero IP Holdings LLC, a New York limited liability company, having an address at 1400 Broadway, 18th Floor New York, New York 10018 ("Grantor") and MERCHANT FACTORS CORP. having a mailing address at 1441 BROADWAY, 22ND FLOOR, NEW YORK, NEW YORK 10018 ("Lender").

WITNESSETH:

WHEREAS, Lender has entered into or is about to enter into certain financing arrangements with Grantor and Grantor's affiliate Aero Global LLC (together, the "Borrowers"), pursuant to that certain Discount Factoring Agreement, dated January 14, 2022 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Factoring Agreement"), pursuant to which Lender may provide financial accommodations to Borrowers, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Factoring Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Lender to enter into the Factoring Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Grantor has agreed to grant to Lender certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Factoring Agreement.

2. **GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Grantor hereby grants to Lender, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i)

the trademarks, the trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (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 (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Grantor in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Grantor, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Lender's rights under the Financing Agreements.

3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Lender pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or any other agreement or by operation of law, now or hereafter owing by Grantor to Lender or to any affiliate of Lender. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future borrowers or clients of Lender, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, cost, fees, expenses, taxes owed by Grantor under the Factoring Agreement, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Grantor as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

Grantor hereby represents, warrants and covenants with and to Lender the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Lender to Borrowers under the Financing Agreements:

(a) Grantor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Grantor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Grantor shall, at Grantor's sole expense, perform all acts and execute all documents necessary or, in Lender's sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 4(e) below.

(c) Grantor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Lender, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Lender to any such action, except as such action is expressly permitted hereunder.

(d) Grantor shall, at Grantor's sole expense, promptly perform all acts and execute all documents requested at any time by Lender to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Grantor hereby authorizes Lender to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Lender or as otherwise determined by Lender. Grantor further authorizes Lender to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Grantor does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Grantor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Lender two (2) originals of a Special Power of Attorney in the

form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder.

(g) Lender may, in its sole and absolute discretion, pay any amount or do any act which Grantor fails to pay or do as required hereunder or as requested by Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Grantor shall be liable to Lender for any such payment, which payment shall be deemed an advance by Lender to Grantor, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Grantor to Lender set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

(h) Grantor shall not file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Grantor provides Lender written notice of such action within three (3) business days after the taking of such action. If, after the date hereof, Grantor shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, or (iii) develop and commence use in commerce of any new trademarks, trade names, service marks, taglines or slogans, the provisions of Section 2 hereof shall automatically apply thereto. Upon the request of Lender, Grantor shall promptly execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be requested by Lender to evidence the security interests in and conditional assignment of such Trademark in favor of Lender.

(i) Grantor has not abandoned any of the Trademarks and Grantor shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, cancelled, unenforceable, avoided or avoidable. Grantor shall notify Lender immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Grantor shall render any assistance, as Lender shall determine is necessary or advisable, to Lender in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Grantor's exclusive property and to protect Lender's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Lender, including the validity, priority or

perfection of the security interest granted herein or the remedies of Lender hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Grantor shall promptly notify Lender if Grantor (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Lender, Grantor, at Grantor's sole expense, shall join with Lender in such action as Lender, in Lender's sole and absolute discretion, may deem advisable for the protection of Lender's interest in and to any or all of the Trademarks.

(l) Grantor assumes all responsibility and liability arising from the use of the Trademarks and Grantor hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Grantor (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Grantor (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Factoring Agreement.

(m) Grantor shall promptly pay Lender for any and all expenditures made by Lender pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Grantor to Lender set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

5. **RIGHTS AND REMEDIES**

Upon the occurrence and during the continuance of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Lender, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor except as such notice or consent is expressly provided for hereunder:

(a) Lender may require that neither Grantor nor any affiliate of Grantor make any use of the Trademarks for any purpose whatsoever. Lender may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Lender by Grantor or any affiliate of Grantor or for such other reason as Lender may determine.

(b) Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Lender may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Grantor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Grantor of any proposed disposition shall be deemed reasonable notice thereof and Grantor waives any other notice with respect thereto. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Lender may at any time execute and deliver on behalf of Grantor, pursuant to the authority granted in the Powers of Attorney described in Section 4(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantor agrees to pay Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Grantor agrees that Lender has no obligation to preserve rights to the Trademarks against any other parties.

(e) Lender may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to such of the Obligations as Lender may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Grantor shall remain liable for any such deficiency and shall pay Lender on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Grantor to Lender set forth in the Factoring Agreement.

(f) Grantor shall supply to Lender or to Lender's designee, Grantor's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Lender to take any such action at any time. All of Lender's rights and remedies, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Grantor and Lender expressly submit and consent to the jurisdiction of the state and federal courts

located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Grantor and Lender irrevocably waive all claims, obligations and defenses that Grantor or Lender, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Lender to bring proceedings against Grantor in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) LENDER AND GRANTOR DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Grantor waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Lender shall not have any liability to Grantor (whether in tort, contract, equity or otherwise) for losses suffered by Grantor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Lender that the losses were the result of Lender's acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third business day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all

alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word “Person” means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person’s successors and assigns.

(c) Lender shall have the right to assign this Agreement; Grantor shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Lender and Grantor and their respective successors and assigns.

(d) No failure or delay by Lender in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Lender’s rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Lender may have. No waiver by Lender will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

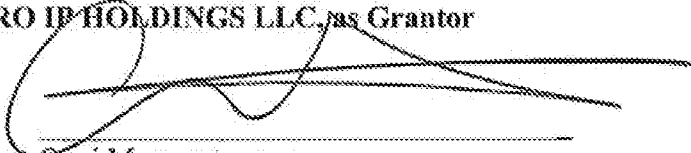
(f) This Agreement is the result of full and complete negotiation at arm’s length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the “drafter” of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a writing executed by the party to be charged. Grantor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Lender have executed this Agreement as of the day and year first above written.

AERO IP HOLDINGS LLC, as Grantor

By:


Ouni Mamrout
Manager

**MERCHANT FINANCIAL CORPORATION,
as Lender**

DocuSigned by:

By:



Name:

Adam Winters

Title:

Authorized Signatory
President & CEO

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**TRADEMARKS, TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK
APPLICATIONS, SERVICE MARKS, REGISTERED SERVICE MARKS AND
SERVICE MARK APPLICATIONS**

Exhibit A

Trademarks

Country	Mark	Status	Application No.	Application Date	Reg. Number	Reg. Date	Class(es)
Argentina	AEROSOLES	Registered	3710862	01/13/2005	2231389	05/22/2008	25
Argentina	AEROSOLES	Registered	2566153	01/13/2005	2865314	07/20/2006	18
Australia	AEROSOLES	Registered	751772	12/30/1997	751772	09/15/1998	25
Australia	AEROSOLES (Stylized)	Registered	921264	07/26/2002	921264	07/26/2002	09, 18, 25, 35
Bahrain	AEROSOLES	Registered	45527	09/20/2005	45527	09/20/2005	18
Bahrain	AEROSOLES	Registered	45528	09/20/2005	45528	09/20/2005	25
Bahrain	AEROSOLES	Registered	116514	06/09/2016	116514	06/09/2016	35
Bahrain	AEROSOLES in Arabic (Stylized)	Registered	116511	06/09/2016	116511	06/09/2016	18
Bahrain	AEROSOLES in Arabic (Stylized)	Registered	116512	06/09/2016	116512	06/09/2016	25
Bahrain	AEROSOLES in Arabic (Stylized)	Registered	116513	06/09/2016	116513	06/09/2016	35
Bosnia & Herzegovina	AEROSOLES	Registered	BAZ059196 A	10/10/2005	BAZ059196	03/04/2010	18, 25, 35
Brazil	AEROSOLES	Registered	826469752	07/01/2004	826469752	10/19/2010	18

Brazil	AEROSOLES	Registered	826469760	07/01/2004	826469760	10/19/2010	25
Brazil	AEROSOLES	Registered	826469744	07/01/2004	826469744	10/19/2010	35
Brazil	AEROSOLES & Design	Registered	821833693	11/11/1999	821833693	08/18/2009	25
Canada	AEROSOLES	Registered	866301	11/23/1997	513554	07/28/1999	25
Canada	AEROSOLES	Registered	1715988	02/19/2015	939865	06/06/2016	25
Canada	AEROSOLES (Stylized)	Registered	1166467	01/30/2003	610108	05/12/2004	09, 18, 25, 35
Canada	THEY'RE NOT JUST SHOES, THEY'RE AEROSOLES	Registered	842861	04/21/1997	521076	01/06/2000	25, 45
Canada	WAFFLE Design	Registered	846580	05/30/1997	684774	03/27/2007	25
Chile	AEROSOLES	Registered	860249	11/22/1995	859587	04/16/1999	25
Chile	AEROSOLES (Stylized)	Registered	580208	09/03/2002	1239774	01/15/2007	18
Chile	AEROSOLES (Stylized)	Registered	580206	09/03/2002	1144381	10/27/2004	35
Chile	FASHION THAT FEELS GOOD	Registered	1190279	02/04/2016	1211493	07/01/2016	25
China	A (Stylized)	Registered	11864879	12/10/2012	11864879	02/28/2016	25
China	AEROSOLES	Registered	5591480	09/07/2006	5591480	06/07/2013	01

China	AEROSLES	Registered	5591481	09/07/2006	5591481	10/28/2009	03
China	AEROSLES	Registered	5591482	09/07/2006	5591482	10/14/2009	18
China	AEROSLES	Registered	39668333	07/15/2019	39668333	07/28/2020	25
China	AEROSLES (Chinese Characters)	Registered	8656997	09/10/2010	8656997	09/28/2011	25
China	AEROSLES (Stylized)	Registered	3076774	01/22/2002	3076774	11/28/2005	25
China	FASHION THAT FEELS GOOD	Registered	19077808	02/04/2016	19077808	03/14/2017	25
China	SIGNATURE BY AEROSLES	Registered	12929523	07/17/2013	12929523	02/07/2015	25
China	STITCH N TURN (Horizontal)	Registered	12691772	06/03/2013	12691772	11/28/2014	25
Colombia	A (Stylized)	Registered	13016894	01/30/2013	473426	07/30/2013	25
Colombia	AEROSLES	Registered	11104773	08/18/2011	446098	03/15/2012	25
Costa Rica	AEROSLES	Registered	100482006	10/26/2006	172577	01/18/2008	03
Costa Rica	AEROSLES	Registered	20198280	09/05/2019	284993	12/16/2019	18, 25, 35
Costa Rica	AEROSLES (Stylized)	Registered	2004000364 3	05/24/2004	152581	06/01/2005	18
Costa Rica	AEROSLES (Stylized)	Registered	2004000364 1	05/24/2004	152580	06/01/2005	25

Croatia	AEROSOLES	Registered	Z20051541A	10/11/2005	Z2005154 1A	10/11/2006	18, 25, 35
Ecuador	A (Stylized)	Registered	IEPI2017278 88	05/05/2017	SENADI20 20TI14562	11/15/2017	25
Ecuador	AEROSOLES	Pending	SENADI2019 71310	10/01/2019			25
Ecuador	AEROSOLES (Stylized)	Registered	143524	04/12/2004	31756	08/19/2004	25
El Salvador	AEROSOLES	Registered	2019182932	11/22/2019	00232Boo k00375	09/10/2020	18, 25, 35
El Salvador	AEROSOLES (Stylized)	Registered	E396182004	04/02/2004	00189Boo k00040	06/02/2005	25
European Union	A (Stylized)	Registered	002181345	04/18/2001	00218134 5	11/15/2002	18, 25, 35
European Union	AEROSOLES	Registered	000725168	01/19/1998	00072516 8	10/05/1999	18, 25, 35
European Union	AEROSOLES FASHION THAT FEELS GOOD & Design	Registered	015420061	05/10/2016	01542006 1	09/07/2016	25
European Union	AEROSOLES. (Stylized)	Registered	002180370	04/18/2001	00218037 0	07/01/2003	18, 25, 35
Greece	AERO SHOES & Device	Registered	125263	07/09/1997	135863	03/17/1999	25
Greece	AERO STORES & Shoe Design	Registered	209966	08/26/2010	209966	12/19/2011	25
Guatemala	AEROSOLES	Registered	M01200820 19	12/11/2019	251084	08/05/2020	25
Guatemala	AEROSOLES (Stylized)	Registered	30772004	04/22/2004	134820	10/03/2005	03

Guatemala	AEROSLES (Stylized)	Registered	64052008	07/31/2008	164383	08/07/2009	18
Guatemala	AEROSLES (Stylized)	Registered	30782004	04/22/2004	139262	11/23/2005	25
Hong Kong	AERGO	Registered		12/20/2013	30284576 5	05/22/2014	25
Hong Kong	AEROSLES	Registered	304987900	07/10/2019	30498790 0	03/13/2020	18, 25, 35
Hong Kong	AEROSLES (Stylized)	Registered	128672002	08/19/2002	20030071 9	01/23/2003	18
Hong Kong	AEROSLES (Stylized)	Registered	128682002	08/19/2002	2003B026 58	02/24/2003	25
India	AEROSLES	Registered	1371541	07/15/2005	1371541	03/30/2007	18, 25, 35
Indonesia	AEROSLES	Registered	J002004149 2315035	06/30/2004	IDM00006 4305	02/09/2006	35
Indonesia	AEROSLES (Stylized)	Registered	D00200328 66328940	10/13/2003	IDM00003 5767	04/18/2005	18
Indonesia	AEROSLES (Stylized)	Registered	D00200314 49014618	06/11/2003	IDM00004 2292	07/06/2005	25
Indonesia	FASHION THAT FEELS GOOD	Registered	D00201600 6362	02/10/2016	IDM00063 2515	12/15/2017	25
Israel	AEROSLES	Registered	186249	12/22/2005	186249	09/04/2007	18
Israel	AEROSLES	Registered	186250	12/22/2005	186250	05/02/2007	25
Japan	AEROSLES	Registered	18372897	12/09/1997	4137763	04/17/1998	18

Japan	AEROSOLES	Registered	332498	01/20/1998	4293259	07/09/1999	25
Kazakhstan	AEROSOLES	Registered	20085	10/23/2015	72771	10/23/2015	25
Korea, Republic of	AEROSOLES (Stylized)	Registered	4020010019 247	05/04/2001	40053290 6	10/21/2002	18, 25
Kosovo	AEROSOLES	Registered	KSR2008007 229	11/18/2008	1495	05/31/2010	18, 25, 35
Kuwait	AEROSOLES	Registered	174294	11/11/2015	142963	11/11/2015	18
Kuwait	AEROSOLES	Registered	110217	03/14/2010	92344	03/14/2010	25
Kuwait	AEROSOLES	Registered	180803	06/02/2016	150615	06/02/2016	35
Kuwait	AEROSOLES in Arabic	Registered	180800	06/02/2016	151137	06/02/2016	18
Kuwait	AEROSOLES in Arabic	Registered	180801	06/02/2016	150613	06/02/2016	25
Kuwait	AEROSOLES in Arabic	Registered	180802	06/02/2016	150614	06/02/2016	35
Lebanon	AEROSOLES	Registered	5098	09/16/2005	103890	09/22/2005	18, 25, 35
Malaysia	AEROSOLES	Published	TM2020021 232	09/21/2020			25
Malaysia	AEROSOLES (Stylized)	Registered	02014142	11/13/2002	02014142	11/13/2002	25
Mexico	A (Stylized)	Registered	1323745	11/06/2012	1357303	03/25/2013	25

Mexico	AEROSOLES	Registered	75159	03/30/1994	464598	06/24/1994	25
Montenegro	AEROSOLES	Registered	Z14912005	11/02/2005	04613PP	02/07/2007	18, 25, 35
Morocco	AEROSOLES	Registered	152535	06/03/2013	152535	06/03/2013	25
New Zealand	AEROSOLES	Registered	714471	06/28/2004	714471	06/28/2004	18, 25, 35
North Macedonia	AEROSOLES	Registered	2005762	10/07/2005	13300	10/07/2005	18, 25, 35
Norway	AEROSOLES (Stylized Color Logo)	Registered	201105156	05/05/2011	262118	10/24/2011	25
Norway	THEY'RE NOT JUST SHOES, THEY'RE AEROSOLES	Registered	973181	04/21/1997	208732	05/31/2001	18, 25
Oman	AEROSOLES	Registered	99066	11/22/2015	99066	01/22/2017	18
Oman	AEROSOLES	Registered	37136	07/25/2005	37136	07/09/2006	25
Oman	AEROSOLES	Registered	103073	06/08/2016	103073	03/16/2017	35
Oman	AEROSOLES in Arabic	Registered	103068	06/08/2016	103068	03/16/2017	18
Oman	AEROSOLES in Arabic	Registered	103067	06/08/2016	103067	03/16/2017	25
Oman	AEROSOLES in Arabic	Registered	103066	06/08/2016	103066	03/16/2017	35
Panama	AEROSOLES	Registered	25017101	06/01/2016	25017101	06/01/2016	25

Panama	AEROSOLES (Stylized)	Registered	13496701	05/12/2004	13496701	05/12/2004	01
Panama	AEROSOLES (Stylized)	Registered	13496801	05/12/2004	13496801	05/12/2004	03
Panama	AEROSOLES (Stylized)	Registered	13496901	05/12/2004	13496901	05/12/2004	18
Peru	AEROSOLES	Registered	832584	01/08/2020	00028198	11/27/2020	18, 25, 35
Peru	AEROSOLES (Stylized)	Registered	208026	04/16/2004	100969	10/29/2004	03
Peru	AEROSOLES (Stylized)	Registered	207908	04/15/2004	100891	10/25/2004	18
Peru	AEROSOLES (Stylized)	Registered	208027	04/16/2004	100970	10/29/2004	25
Peru	FASHION THAT FEELS GOOD	Registered	648979	01/29/2016	237657	05/17/2016	25
Philippines	A (Stylized)	Registered	4201100011 409	09/22/2011	42011000 11409	03/01/2012	25
Philippines	AEROSOLES	Pending	4202150855 8	04/13/2021			18, 25, 35
Philippines	AEROSOLES (Stylized)	Registered	4200200009 133	10/24/2002	42002000 09133	03/20/2005	18, 25
Qatar	AEROSOLES	Registered	101535	11/12/2015	101535	11/13/2017	18
Qatar	AEROSOLES	Registered	72537	01/18/2012	72537	05/22/2014	25
Qatar	AEROSOLES	Registered	106620	06/06/2016	106620	05/08/2017	35

Qatar	AEROSOLES in Arabic	Registered	106617	06/06/2016	106617	05/08/2017	18
Qatar	AEROSOLES in Arabic	Registered	106618	06/06/2016	106618	05/08/2017	25
Qatar	AEROSOLES in Arabic	Registered	106619	06/06/2016	106619	05/08/2017	35
Russian Federation	AEROSOLES	Registered	2005727055	10/25/2005	326457	05/16/2007	09, 18, 25, 35
Saudi Arabia	AEROSOLES	Registered	98163	07/05/2005	142603682	12/06/2006	18
Saudi Arabia	AEROSOLES	Registered	98164	07/05/2005	142603683	11/22/2006	25
Saudi Arabia	AEROSOLES	Registered	1437020604	06/15/2016	1437020604	09/29/2016	35
Saudi Arabia	AEROSOLES & Design	Registered	32189	12/24/1995	141804511	07/15/1997	25
Saudi Arabia	AEROSOLES in Arabic	Registered	1437020600	06/15/2016	1437020600	09/29/2016	18
Saudi Arabia	AEROSOLES in Arabic	Registered	1437020601	06/15/2016	1437020601	09/29/2016	25
Saudi Arabia	AEROSOLES in Arabic	Registered	1437020602	06/15/2016	1437020602	09/29/2016	35
Serbia	AEROSOLES	Registered	Z14912005	11/02/2005	51955	02/07/2007	18, 25, 35
Singapore	AEROSOLES	Registered	T0618980J	09/11/2006	T0618980J	09/11/2006	18
Singapore	AEROSOLES	Registered	T0618982G	09/11/2006	T0618982G	09/11/2006	25

South Africa	AEROSOLES	Registered	200512657	06/27/2005	200512657	03/23/2010	18
South Africa	AEROSOLES	Registered	200512658	06/27/2005	200512658	03/23/2010	25
Switzerland	AEROSOLES (Stylized)	Registered	038902003	07/24/2003	514764	10/02/2003	18, 25, 35
Taiwan, Province of China	A (Stylized)	Registered	92010618	03/03/2003	1080886	01/16/2004	25
Taiwan, Province of China	AEROSOLES	Registered	103057717	10/06/2014	1728148	09/16/2015	18
Taiwan, Province of China	AEROSOLES	Registered	84065614	12/29/1995	743693	01/01/1997	25
Thailand	FASHION THAT FEELS GOOD	Pending	1025743	02/02/2016			25
Trinidad and Tobago	AEROSOLES (Stylized)	Registered	34789	03/10/2004	34789	11/03/2005	01, 03, 18, 25
Turkey	AEROSOLES (Stylized)	Registered	200322182	08/21/2003	200322182	08/21/2003	18, 25, 35
Turkey	FASHION THAT FEELS GOOD	Registered	201606917	01/27/2016	201606917	07/05/2017	25
Ukraine	AEROSOLES	Registered	M200511908	10/10/2005	75606	04/25/2007	18, 25, 35
United Arab Emirates	AEROSOLES	Registered	72153	08/08/2005	77874	11/28/2006	18
United Arab Emirates	AEROSOLES	Registered	72154	08/08/2005	60577	06/03/2006	25
United Arab Emirates	AEROSOLES	Registered	254873	06/07/2016	254873	08/13/2017	35

United Arab Emirates	AEROSOLES in Arabic (Stylized)	Registered	254869	06/07/2016	254869	02/15/2018	18
United Arab Emirates	AEROSOLES in Arabic (Stylized)	Registered	254871	06/07/2016	254871	08/10/2017	25
United Arab Emirates	AEROSOLES in Arabic (Stylized)	Registered	254872	06/07/2016	254872	08/13/2017	35
United Kingdom	A (Stylized)	Registered	002181345	04/18/2001	UK00902181345	11/15/2002	18, 25, 35
United Kingdom	AEROSOLES	Registered	000725168	01/19/1998	UK00900725168	10/05/1999	18, 25, 35
United Kingdom	AEROSOLES FASHION THAT FEELS GOOD & Design	Registered	015420061	05/10/2016	UK00915420061	09/07/2016	25
United Kingdom	AEROSOLES. (Stylized)	Registered	002180370	04/18/2001	UK00902180370	07/01/2003	18, 25, 35
United States	A (Stylized)	Registered	76/154574	10/27/2000	2737666	07/15/2003	25
United States	AEROSOLES	Registered	78/263253	06/17/2003	2836671	04/27/2004	01, 03, 25, 35
United States	AEROSOLES	Registered	75/341964	08/15/1997	2190880	09/22/1998	18
United States	AEROSOLES	Registered	87/188195	09/29/2016	5199292	05/09/2017	25
United States	AEROSOLES & Design	Registered	74/103178	10/04/1990	1756927	03/09/1993	25
United States	AEROSOLES (Stylized)	Registered	76/081647	06/29/2000	2648060	11/12/2002	03, 25, 35
United States	FASHION THAT FEELS GOOD	Registered	86/852523	12/17/2015	5012578	08/02/2016	25

United States	Shoe Sole Design	Registered	74/116881	11/19/1990	1953875	02/06/1996	25
United States	STITCH N TURN	Registered	78/601136	04/04/2005	3225746	04/03/2007	25
United States	STITCH N TURN (HORIZONTAL)	Registered	78/601366	04/04/2005	3225747	04/03/2007	25
Venezuela, Bolivarian Republic of	AEROSOLES	Registered	199916928	09/30/1999	P222336	07/07/2000	25
Venezuela, Bolivarian Republic of	AEROSOLES (Stylized)	Pending	20028506	06/07/2002	P247925	11/04/2003	18
Venezuela, Bolivarian Republic of	AEROSOLES (Stylized)	Pending	20028507	06/07/2002	P247926	11/04/2003	25
Venezuela, Bolivarian Republic of	AEROSOLES (Stylized)	Pending	20028508	06/07/2002	S023278	11/04/2003	35
Viet Nam	AEROSOLES	Pending	4201504750	03/05/2015			25

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT
TRADEMARK LICENSES**

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT
SPECIAL POWER OF ATTORNEY

STATE OF New York

COUNTY OF New York

) New York
) ss.: New York
)

Aero IP Holdings LLC, a limited liability company with its principal place of office at 1400 Broadway, 18th Floor, New York, New York 10018 ("Grantor") hereby appoints and constitutes MERCHANT FACTORS CORP. with offices at 1441 Broadway, 22nd Floor, New York, New York 10018 ("Lender"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Lender, in its sole and absolute discretion, deems necessary or advisable for the purpose of protecting, registering, assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to any Trademarks, as such term is defined in the Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, between Grantor and Lender (the "Agreement"), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its sole and absolute discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Agreement and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by Lender.

Dated: January 14, 2022

Aero IP Holdings LLC

By: 

Name: Ouni Mamrout

Title: Manager

Exhibit C - 1

TRADEMARK
REEL: 007653 FRAME: 0945

STATE OF New York

) New York
) ss.: New York
)

COUNTY OF New York

On the 18th day of [January] in the year 20[22], before me, the undersigned, personally appeared Dhruv Mamtout, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rohini Dehal Singh
Notary Public

