

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714732

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOHNNIE-O INC.		03/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6295532	THE 19TH SOLE	
Registration Number:	5137292	JOHNNIE-O	
Registration Number:	5396231	JOHNNIE-O	
Registration Number:	5396314	JOHNNIE-O	
Serial Number:	97204620	JOHNNIE-O	
Serial Number:	97263455	JOHNNIE-O	
Registration Number:	3532461	JOHNNIE-O	
Registration Number:	5137291	JOHNNIE-O	
Registration Number:	4037271		
Registration Number:	5400865		
Registration Number:	4794661	PREP-FORMANCE	
Registration Number:	5134171	SURFSUCKERS	
Registration Number:	4633112	TWEENER BUTTON	
Registration Number:	4838412	WEST COAST PREP	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		

CH \$365.00 6295532

Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera, Senior Paralegal
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 03/16/2022

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “**Agreement**”), effective as of March 16, 2022, is made by **JOHNNIE-O INC.**, a Delaware corporation (the “**Grantor**”), in favor of **ARES CAPITAL CORPORATION**, a Maryland corporation (“**ARCC**”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 16, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Grantor, as borrower, **JOHNNIE-O HOLDINGS INC.**, a Delaware corporation (“**Holdings**”), certain Subsidiaries of Holdings signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), ARCC, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”), and the Collateral Agent (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”), ACF FINCO I LP, a Delaware limited partnership, as the revolver agent for the Revolving Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Revolver Agent**”, together with the Administrative Agent and the Collateral Agent, collectively the “**Agents**” and each an “**Agent**”), the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered a Security Agreement, dated as of March 16, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and continue making loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 12.19(b) of the Credit Agreement, the security interest in the Trademark Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof and shall be binding on all parties hereto.

SECTION 7. Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The


words “execution,” “signed,” “signature,” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, 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 other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 8. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLE OF CONFLICTS OF LAW (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW)).

[Signature pages follow]

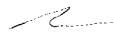
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

JOHNNIE-O INC., a Delaware corporation, as
Grantor

By:  _____

Name: David Gatto
Title: Chief Executive Officer

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent


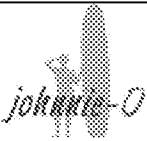

By: 
Name: Scott Lem
Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007661 FRAME: 0170

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Owner	Application Number	Application Date	Registration Number	Registration Date	Status	Country
THE 19TH SOLE	Johnnie-O Inc.	87598226	06-Sep-2017	6295532	16-Mar-2021	Registered	USA
JOHNNIE-O	Johnnie-O Inc.	87087165	28-Jun-2016	5137292	07-Feb-2017	Registered	USA
JOHNNIE-O	Johnnie-O Inc.	87533835	19-Jul-2017	5396231	06-Feb-2018	Registered	USA
JOHNNIE-O	Johnnie-O Inc.	87535034	19-Jul-2017	5396314	06-Feb-2018	Registered	USA
JOHNNIE-O	Johnnie-O Inc.	97204620	05-Jan-2022			Pending	USA
JOHNNIE-O	Johnnie-O Inc.	97263455	11-Feb-2022			Pending	USA
	Johnnie-O Inc.	78673872	19-Jul-2005	3532461	11-Nov-2008	Registered	USA
	Johnnie-O Inc.	87087159	28-Jun-2016	5137291	07-Feb-2017	Registered	USA
	Johnnie-O Inc.	85101432	05-Aug-2010	4037271	11-Oct-2011	Registered	USA

Mark	Owner	Application Number	Application Date	Registration Number	Registration Date	Status	Country
	Johnnie-O Inc.	87533841	19-Jul-2017	5400865	13-Feb-2018	Registered	USA
PREP-FORMANCE	Johnnie-O Inc.	86499187	08-Jan-2015	4794661	18-Aug-2015	Registered	USA
SURFSUCKERS	Johnnie-O Inc.	86572917	23-Mar-2015	5134171	31-Jan-2017	Registered	USA
TWEENER BUTTON	Johnnie-O Inc.	85856280	21-Feb-2013	4633112	04-Nov-2014	Registered	USA
WEST COAST PREP	Johnnie-O Inc.	86523484	03-Feb-2015	4838412	20-Oct-2015	Registered	USA

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