

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM725636

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OOFOS, INC.		05/02/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M&T BANK		
<b>Street Address:</b>	One M&T Plaza		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14203		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4688037	FEEL THE OO	
<b>Registration Number:</b>	4407860	OO	
<b>Registration Number:</b>	4407859	OOFOAM	
<b>Registration Number:</b>	4140410	OOFOS	
<b>Registration Number:</b>	5576699	OOFOS	
<b>Registration Number:</b>	5380114	OOMG	
<b>Registration Number:</b>	5380115	OORIGINAL	
<b>Registration Number:</b>	5298419	ORIGINAL RECOVERY FOOTWEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2133307717		
<b>Email:</b>	corina.rachina@us.dlapiper.com		
<b>Correspondent Name:</b>	Corina Rachina		
<b>Address Line 1:</b>	550 South Hope Street		
<b>Address Line 2:</b>	Suite 2400		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-2678		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		

CH \$215.00 4688037

<b>DATE SIGNED:</b>	05/04/2022
<b>Total Attachments: 11</b> source=Oofos#page1.tif source=Oofos#page2.tif source=Oofos#page3.tif source=Oofos#page4.tif source=Oofos#page5.tif source=Oofos#page6.tif source=Oofos#page7.tif source=Oofos#page8.tif source=Oofos#page9.tif source=Oofos#page10.tif source=Oofos#page11.tif	

## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of May 2, 2022 by and between (a) **M&T BANK**, a New York banking corporation, with its chief executive office at One M&T Plaza, Buffalo, New York 14203 (“Bank”) and (b) **OOFOS, INC.**, a Delaware corporation, having a mailing address and principal place of business at 350 Granite Street, Braintree, Massachusetts 02184 (each and together, “Grantor”). This Agreement amends, restates and supersedes in its entirety that certain Intellectual Property Security Agreement dated as of October 29, 2019 between Bank and Grantor.

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Credit Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its intellectual property to secure the Obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, the Security Agreement, and this Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

OOFOS, INC.

By: 

Name:

Title:

Steven G Gallo  
President

BANK:

M&T BANK

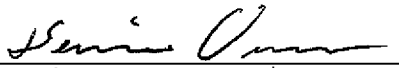
By:   
Name: Dennis Orally  
Title: Relationship Manager

EXHIBIT A

Copyrights

None.



**EXHIBIT B**

**Patents**

<b><u>TITLE:</u></b>	<b>Registration No. / Application No. / Case No.</b>	<b>Registration Date / Application date</b>	<b>Country</b>
Insole and Outsole Two-Piece Shoe	201880071482.6	7/9/2018	China (People's Republic)
Insole and Outsole Two-Piece Shoe	18746438.3	7/9/2018	European Patent Convention
Insole and Outsole Two-Piece Shoe	62020021702.9	12/8/2020	Hong Kong
Insole and Outsole Two-Piece Shoe	15/801,844	11/2/2017	United States of America

# EXHIBIT C

## Trademarks

<u>TRADEMARK:</u>	Registration No. / Application No. / Case No.	Registration Date / Application date	Class(es)	Status	Country
FEEL THE OO	4,688,037	2/17/2015	25	Registered	United States
OO (plus design)	UK00801258728	3/2/2015	25	Registered	United Kingdom
OO (plus design)	1258728	3/2/2015	25	Pending (via Madrid)	China
OO (plus design)	1258728	3/2/2015	25	Granted (via Madrid)	European Union
OO (plus design)	1258728	3/2/2015	25	Granted (via Madrid)	International Registration – Madrid Protocol
OO (plus design)	1258728	3/2/2015	25	Granted (via Madrid)	Japan
OO (plus design)	1258728	3/2/2015	25	Granted (via Madrid)	South Korea
OO (plus design)	4,407,860	9/24/2013	25	Registered	United States
OO (plus design)	171101643	1/20/2017	25	Registered	Thailand
OOFOAM	4,407,859	9/24/2013	25	Registered	United States
OOFOS	IDM000389212	6/10/2013	25	Registered	Indonesia
OOFOS			25	Pending (via Madrid)	Kenya
OOFOS	T1413512I	3/16/2015	25	Registered	Singapore
OOFOS	TM94806ZA25	1/6/2021	25	Pending	South Africa
OOFOS	KOR355023	10/10/2012	25	Registered	Thailand
OOFOS	UK00909760042	11/17/2011	17, 25	Registered	United Kingdom
OOFOS	UK00003680912	11/26/2021	25, 35, 36	Registered	United Kingdom
OOFOS	40-968268	5/8/2013	18	Registered	South Korea
OOFOS	40-0908845	3/7/2012	25	Registered	South Korea
OOFOS	04-2014-010563	11/10/2014	25	Registered	Philippines
OOFOS	1.352.479	8/20/2021	25	Registered	Chile
OOFOS	2021/00414	1/4/2021	25	Published	Turkey
OOFOS	SENADI-2021-TI- 14320	8/5/2021	25	Allowed	Ecuador
OOFOS	189349	8/14/2012	25	Registered	Vietnam
OOFOS	244219	6/5/2015	25	Registered	Costa Rica
OOFOS	267860	6/5/2016	25	Registered	Israel

<u>TRADEMARK:</u>	Registration No. / Application No. / Case No.	Registration Date / Application date	Class(es)	Status	Country
OOFOS	276030	4/15/2021	25	Registered	Dominican Republic
OOFOS	286358 01	2/9/2021	25	Registered	Panama
OOFOS	918588	10/28/2015	25	Registered	Canada
OOFOS	1003669	2/24/2015	25	Registered	New Zealand
OOFOS	1431128	1/16/2012	25	Registered	Australia
OOFOS	1528289	4/9/2015	25	Registered	Mexico
OOFOS	1576327	12/31/2020	25	Pending (via Madrid)	Brazil
OOFOS	1576327	12/31/2020	25	Granted (via Madrid)	Colombia
OOFOS	1576327	12/31/2020	25	Granted (via Madrid)	International Registration – Madrid Protocol
OOFOS	1576327	12/31/2020	25	Granted (via Madrid)	Malaysia
OOFOS	1576327	12/31/2020	25	Pending (via Madrid)	Norway
OOFOS	1576327	12/31/2020	25	Granted (via Madrid)	Switzerland
OOFOS	02151056	7/1/2021	25	Registered	Taiwan
OOFOS	3834652	1/26/2021	25	Registered	India
OOFOS	3976781	1/20/2021	25	Published	Argentina
OOFOS	4,140,410	5/8/2012	25	Registered	United States
OOFOS	5458173	12/16/2011	25	Registered	Japan
OOFOS	5,576,699	10/2/2018	25	Registered	United States
OOFOS	9701636	8/21/2012	25	Registered	China
OOFOS	009760042	11/17/2011	25	Registered	European Union
OOFOS	018531793	1/26/2022	25, 35, 36	Registered	European Union
OOFOS	54456794A	3/7/2022	03	Registered	China
OOFOS	54456794	3/19/2021	03	Pending	China
OOFOS	54459857	10/21/2021	09	Registered	China
OOFOS	54461578A	3/7/2022	18	Registered	China
OOFOS	54475422	3/19/2021	14	Pending	China
OOFOS	54475434A	3/7/2022	35	Registered	China
OOFOS	54475434	3/19/2021	35	Pending	China
OOFOS	301949013	6/17/2011	25	Registered	Hong Kong
OOFOS (stylized)	4064641		25	Published	Argentina
OOMG	5,380,114	1/16/2018	25	Registered	United States

<u>TRADEMARK:</u>	Registration No. / Application No. / Case No.	Registration Date / Application date	Class(es)	Status	Country
OORIGINAL	5,380,115	1/16/2018	25	Registered	United States
ORIGINAL RECOVERY FOOTWEAR	5,298,419	9/26/2017	25	Registered	United States

EXHIBIT D

Mask Works

None.