

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAFT HOLDINGS, LLC		07/13/2022	Limited Liability Company: DELAWARE
PINNACLE IP, LLC		07/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PENNANTPARK LOAN AGENCY SERVICING, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	1691 MICHIGAN AVENUE		
City:	MIAMI BEACH		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6576113	TAFT	
Registration Number:	5121458	TAFT	
Registration Number:	6679527	BLISS FOOTWEAR	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	6178568200		
Email:	trademarks@brownrudnick.com		
Correspondent Name:	Brown Rudnick LLP		
Address Line 1:	One Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	028228.0051		
NAME OF SUBMITTER:	Matthew P. York		
SIGNATURE:	/Matthew P. York/		
DATE SIGNED:	07/13/2022		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of July 13, 2022, is executed by the undersigned Taft Holdings, LLC, a Delaware limited liability company, and Pinnacle IP, LLC, a Delaware limited liability company (each, a “Grantor”) for the benefit of PennantPark Loan Agency Servicing, LLC, a Delaware limited liability company, as administrative agent for the Secured Parties (the “Administrative Agent”), in connection with the Guaranty and Collateral Agreement, dated as of November 10, 2021, among Kinetic Intermediary Holdings, LLC, a Delaware limited liability company (“Holdings”), Kinetic Purchaser, LLC, a Delaware limited liability company (the “Borrower”), and each other Person signatory thereto as a “Grantor” or “Guarantor” (the Borrower, together with Holdings and each such Person and any other Person that becomes a party to the Guaranty and Collateral Agreement as provided therein, collectively, the “Grantors”), and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for itself and the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined therein), including all of its right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, Trademark applications, Trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, subject to the limitations set forth therein. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Guaranty and Collateral Agreement, each Grantor does hereby grant to the Administrative Agent, for itself and the ratable benefit of the Secured Parties, a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, as collateral security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise, in each case in accordance with the Loan Documents) of the Secured Obligations:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent-to-use” Trademark applications prior to the filing of and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such “intent-to-use” Trademark application under applicable federal law); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by such Grantor against third parties for past, present or

future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1, in each case, excluding any Excluded Property (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same Agreement. This Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

This Agreement is a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within that state, without regard to conflict-of-laws principles.


[Signature pages follow]

Each Grantor is signing this Agreement as of the date stated in the introductory clause.

TAFT HOLDINGS, LLC,
a Delaware limited liability company,
as a Grantor

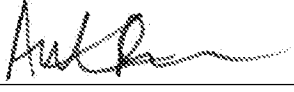
By: 
Name: Cade Lindahl
Title: Chief Financial Officer

PINNACLE IP, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Cade Lindahl
Title: Senior Vice President

Acknowledged:

PENNANTPARK LOAN AGENCY
SERVICING, LLC, as Administrative Agent

By:  _____

Name: Arthur H. Penn

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007784 FRAME: 0202

SCHEDULE 1

TRADEMARK COLLATERAL

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Current Owner of Record
TAFT	USA	90/489,981 01/26/2021	6576113 11/30/2021	Registered	Taft Holdings, LLC
TAFT	USA	87/119,462 07/28/2016	5121458 01/10/2017	Registered	Taft Holdings, LLC
BLISS FOOTWEAR	USA	90867223 08/05/2021	6679527 03/22/2022	Registered	Pinnacle IP, LLC