

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KURT GEIGER LIMITED		06/02/2023	Private Limited Company: ENGLAND
RECEIVING PARTY DATA			
Name:	BLAZEHILL CAPITAL FINANCE LIMITED		
Street Address:	4th Floor 24 Old Bond Street		
City:	Mayfair, London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1S 4AW		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90139105	C	
Serial Number:	86570350	SOLEA	
Serial Number:	86548535	MISS KG	
Serial Number:	86507864	KG	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kareem.ansley@blankrome.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	717 TEXAS AVENUE, SUITE 1400		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	167759-01000		
NAME OF SUBMITTER:	Kareem Ansley		
SIGNATURE:	/Kareem Ansley/		
DATE SIGNED:	06/02/2023		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), is entered into effective as of June 2, 2023, by and among Kurt Geiger Limited, a private limited company incorporated in England with company number 00968046 (the “KG Limited”), and any additional persons or entities from time to time party hereto (such additional persons or entities, together KG Limited, each a “Grantor”, and collectively, the “Grantors”), for the benefit of Blazehill Capital Finance Limited, as security trustee for the Secured Parties (as defined in the US Security Agreement) (in such capacity, “Security Agent”).

WITNESSETH:

WHEREAS, each Grantor is party to that certain Facility Agreement, dated as of the date hereof, by and among Jasper Footwear Limited, a private limited company incorporated in England with company number 08794815, the Borrowers and Guarantors party thereto from time to time, the Lenders party thereto from time to time, and Blazehill Capital Finance Limited (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Facility Agreement”; capitalized terms used but not defined herein shall have the meanings set forth in the Facility Agreement); and

WHEREAS, under the terms of the Debenture, the Grantors have granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. **Grant of Security**. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(a) all letters patent of the United States or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, and all applications for letters patent of the United States, including without limitation those patents and applications set forth in Schedule A hereto (the “Patents”);

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any intent-to-use United States trademark applications to the extent that, and solely during the period in which, an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), together with the goodwill symbolized thereby (the “Trademarks”);

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by

international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(d) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Liabilities of such Grantor now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Liabilities and that would be owed by such Grantor to any Secured Party under the Finance Documents but for the fact that such Liabilities are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Finance Party.

3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Debenture. This Agreement is subject in all respects to the terms and provisions of the Debenture, including, but not limited to, each Grantor's obligations, representations, warranties and covenants relating to the Collateral. Each Grantor acknowledges and agrees that the obligations, representations, warranties and covenants contained in the Debenture shall not be superseded hereby but shall remain in effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Debenture and the terms hereof, the terms of the Debenture shall govern.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF ENGLAND AND WALES.

7. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will automatically terminate (and all rights to the Collateral will revert to the applicable Grantor) in accordance with the Debenture.

8. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, (a) the liens and security interests granted to the Security Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (b) the exercise of any right or remedy by the Security Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantors and the Security Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

KURT GEIGER LIMITED,

a private limited company incorporated in England
with company number 00968046

DocuSigned by:

Neil Clifford

By: _____
B7A17D1245B54C7...

Name: Neil Clifford

Title: CEO

SECURITY AGENT:

BLAZE HILL CAPITAL FINANCE LIMITED

DocuSigned by:

Tom Weedall

842BAF7AF915403...

By: _____

Name: Tom Weedall

Title: Managing Director

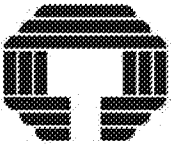
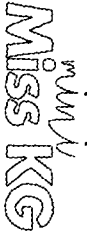
Schedule A


Patents and Patent Applications

TITLE	Country	Record Owner	Application	Patent
BROOCH	United States	Kurt Geiger Limited	29621108	D911211

Schedule B

Trademarks and Trademark Applications

MARK	Design	Jurisdiction	Owner	Application No/ Date Registration No/ Date
KIND BY DESIGN		United States	Kurt Geiger Limited, a United Kingdom limited company	App 79367149 App 18-NOV-2022
KURT GEIGER LONDON		United States	Kurt Geiger Limited, a United Kingdom limited company	App 79357561 App 25-AUG-2022
C (stylized)		United States	Kurt Geiger Limited, a United Kingdom limited company	App 90139105 App 26-AUG-2020 Reg 6565454 Reg 23-NOV-2021
KURT GEIGER LONDON		United States	Kurt Geiger Limited, a United Kingdom limited company	App 79274938 App 18-NOV-2019 Reg 6202739 Reg 24-NOV-2020
MINI MISS KG (stylized)		United States	Kurt Geiger Limited, a United Kingdom limited company	App 79182310 App 04-JAN-2016 Reg 5143854 Reg 21-FEB-2017
SOLEA		United States	Kurt Geiger Limited, a United Kingdom limited company	App 86570350 App 19-MAR-2015 Reg 5352859 Reg 12-DEC-2017
MISS KG		United States	Kurt Geiger Limited, a United Kingdom limited company	App 86548535 App 27-FEB-2015

MARK	Design	Jurisdiction	Owner	Application No/ Date Registration No/ Date
KG (stylized)		United States	Kurt Geiger Limited, a United Kingdom Limited company	Reg 5121744 Reg 17-JAN-2017 App 86507864 App 20-JAN-2015 Reg 4930338 Reg 05-APR-2016
KURT GEIGER		United States	Kurt Geiger Limited, a United Kingdom Limited company	App 79043847 App 25-MAY-2007 Reg 3554312 Reg 30-DEC-2008
CARVELA		United States	Kurt Geiger Limited, a United Kingdom Limited company	App 79043387 App 25-MAY-2007 Reg 3983381 Reg 28-JUN-2011

Schedule C
Copyrights

None.

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