

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pro Compression, LLC		06/09/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Spell Capital Mezzanine Partners SBIC II, LP		
Street Address:	60 South Sixth Street, Suite 3550		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5819392	PRO COMPRESSION	
Registration Number:	5128018	PC PRO COMPRESSION	
Registration Number:	5958860	PC	
CORRESPONDENCE DATA			
Fax Number:	9372282816		
<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:	937-641-2069		
Email:	khardy@taftlaw.com		
Correspondent Name:	Kristin H. Hardy		
Address Line 1:	40 N Main Street, Suite 1700		
Address Line 2:	Taft Stettinius & Hollister LLP		
Address Line 4:	Dayton, OHIO 45458		
ATTORNEY DOCKET NUMBER:	M45477-00006		
NAME OF SUBMITTER:	Kristin H. Hardy		
SIGNATURE:	/Kristin H. Hardy/		
DATE SIGNED:	06/12/2023		
Total Attachments: 5			
source=Spell_FBF - Trademark Security Agreement (Pro Compression)#page1.tif			
source=Spell_FBF - Trademark Security Agreement (Pro Compression)#page2.tif			

CH \$90.00 5819392

source=Spell_FBF - Trademark Security Agreement (Pro Compression)#page3.tif
source=Spell_FBF - Trademark Security Agreement (Pro Compression)#page4.tif
source=Spell_FBF - Trademark Security Agreement (Pro Compression)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of June 9, 2023, is made by and between PRO COMPRESSION, LLC, a Delaware limited liability company (the “Grantor”) in favor SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP, a Delaware limited partnership (the “Purchaser”).

WHEREAS, the Grantor has entered into an Eighth Amendment to Note Purchase Agreement dated as of the date hereof (the “Eighth Amendment”), amending that certain Note Purchase Agreement, dated as of December 27, 2018, between For Bare Feet, LLC, a Colorado limited liability company (“Issuer”) and Purchaser (the “Purchase Agreement”).

WHEREAS, as a condition precedent to Purchaser’s obligation to enter into the Eighth Amendment, Grantor has executed and delivered to the Purchaser that certain Security Agreement dated as of the date hereof, made by and between the Grantor and the Purchaser (as amended from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Purchaser, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Purchaser a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “Trademarks”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Purchaser.

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

4. Execution in Counterparts. This Trademark Security 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 Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security 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 Trademark Security 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 Trademark Security 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 State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PRO COMPRESSION, LLC

By: 

Name: William I. Morris

Title: Manager

Address for Notices:

3226 Grey Hawk Court, Carlsbad, CA 92010

Signature Page to Trademark Security Agreement

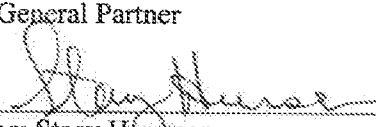
TRADEMARK

REEL: 008097 FRAME: 0742

AGREED TO AND ACCEPTED:

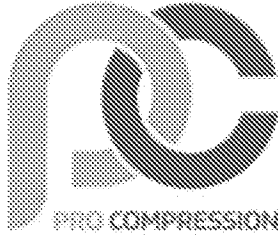
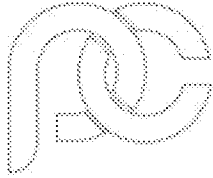
**SPELL CAPITAL MEZZANINE PARTNERS
SBIC II, LP**

By: SCMP Management II, LLC
Its: General Partner

By: 
Name: Stacy Harrison
Title: Senior Managing Director

Signature Page to Trademark Security Agreement

SCHEDULE 1
TRADEMARKS

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
P.C. Sports, LLC	Pro Compression Word Mark	5819392	July 30, 2019
P.C. Sports, LLC		5128018	January 24, 2017
P.C. Sports, LLC		5958860	January 14, 2020