

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
For Bare Feet, 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: 9			
Property Type	Number	Word Mark	
Registration Number:	5894659	FBF	
Registration Number:	5894660	FBF SPORTSWEAR	
Registration Number:	5894661	FBF ORIGINALS	
Registration Number:	5900837	FOR BARE FEET ORIGINALS	
Registration Number:	6061605	AKM	
Registration Number:	5900813	FOR BARE FEET TOO	
Registration Number:	6208630	SMELL MY FEET	
Registration Number:	6584023	BUG-ARMOR	
Serial Number:	97326014	FOR BARE FEET	
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		

CH \$240.00 5894659

NAME OF SUBMITTER:	Kristin H. Hardy
SIGNATURE:	/Kristin H. Hardy/
DATE SIGNED:	06/12/2023
Total Attachments: 5 source=Spell_FBF - Trademark Security Agreement (Issuer)#page1.tif source=Spell_FBF - Trademark Security Agreement (Issuer)#page2.tif source=Spell_FBF - Trademark Security Agreement (Issuer)#page3.tif source=Spell_FBF - Trademark Security Agreement (Issuer)#page4.tif source=Spell_FBF - Trademark Security Agreement (Issuer)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of June 9, 2023, is made by and between FOR BARE FEET, LLC, a Colorado 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 a Note Purchase Agreement dated as of December 27, 2018 (the “Purchase Agreement”), with the Purchaser.

WHEREAS, as a condition precedent to Purchaser’s obligation to enter into the Note Purchase Agreement, Grantor previously executed and delivered to the Purchaser that certain Security Agreement dated as of December 27, 2018, 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.

FOR BARE FEET, LLC

By: 

Name: William J. Morris

Title: Manager

Address for Notices:

1201 S Ohio St, Martinsville, IN 46151

Signature Page to Trademark Security Agreement

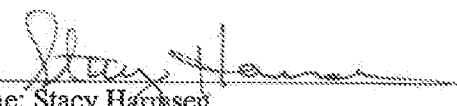
TRADEMARK

REEL: 008126 FRAME: 0253

AGREED TO AND ACCEPTED:

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

By: SCMP Management II, LLC
Its: General Partner

By: 
Name: Stacy Hansen
Title: Senior Managing Director

Signature Page to Trademark Security Agreement

SCHEDULE 1

TRADEMARKS

Trademark	Owner	Serial No./ Registration No.	Filing/ Registration Date	Status
	For Bare Feet, LLC	88197346/5894659	Registered October 29, 2019	Registered, Live
	For Bare Feet, LLC	88197390/5894660	Registered October 29, 2019	Registered, Live
	For Bare Feet, LLC	88197405/5894661	Registered October 29, 2019	Registered, Live
	For Bare Feet, LLC	88210759/5900837	Registered November 5, 2019	Registered, Live
	For Bare Feet, LLC	88197425/6061605	Registered May 26, 2020	Registered, Live
FOR BARE FEET TOO	For Bare Feet, LLC	88197436/5900813	Registered November 5, 2019	Registered, Live
SMELL MY FEET	For Bare Feet, LLC	88566994/6208630	Registered December 1, 2020	Registered, Live
BUG-ARMOR	For Bare Feet, LLC	88566987/6584023	Registered December 7, 2021	Registered, Live
FOR BARE FEET	For Bare Feet, LLC	97326014	Filed March 23, 2022	Pending, Live