

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM831261

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gales Inc.		08/09/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Steel Funding, LLC		
<b>Street Address:</b>	305 East 85th Street,		
<b>Internal Address:</b>	#10D		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10028		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6635770	GALES+	
<b>Registration Number:</b>	6953149	GALES	
<b>Registration Number:</b>	6953150	GALES+	
<b>Serial Number:</b>	97574008	G+	
<b>Serial Number:</b>	88949812	SMART PPE FOOTWEAR	
<b>Serial Number:</b>	97574004	THE STANDING SHOE	
<b>Serial Number:</b>	97898741	STAND+	
<b>Serial Number:</b>	88949436	GALES	
<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>	2126834120		
<b>Email:</b>	luis.rodriguez@unitedcorporate.com		
<b>Correspondent Name:</b>	Ethan Schlusssel, Esq.		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 2:</b>	c/o Zeichner Ellman & Krause LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Ethan Schlusssel, Esq.		

OP \$215.00 6635770

<b>SIGNATURE:</b>	/Ethan Schlusser, Esq./
<b>DATE SIGNED:</b>	08/11/2023
<b>Total Attachments: 10</b> source=Gales.SteelFunding.TM Filing#page1.tif source=Gales.SteelFunding.TM Filing#page2.tif source=Gales.SteelFunding.TM Filing#page3.tif source=Gales.SteelFunding.TM Filing#page4.tif source=Gales.SteelFunding.TM Filing#page5.tif source=Gales.SteelFunding.TM Filing#page6.tif source=Gales.SteelFunding.TM Filing#page7.tif source=Gales.SteelFunding.TM Filing#page8.tif source=Gales.SteelFunding.TM Filing#page9.tif source=Gales.SteelFunding.TM Filing#page10.tif	

## PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Patent and Trademark Security Agreement*”), dated as of August 9, 2023 is made by **GALES INC.**, a Delaware corporation having an address at 6487 Cavalleri Rd Apt #328, Malibu, CA 90265 (the “*Grantor*”), in favor of **STEEL FUNDING, LLC** (including any successor, participant, assignee or transferee thereof (the “*Secured Party*”).

WHEREAS, the Grantor has entered into a Loan and Security Agreement, dated as of the date hereof (as it may be amended, modified, restated, supplemented from time to time, the “*Loan Agreement*”), with the Secured Party, as a lender;

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Patent and Trademark Security Agreement for recording with national, federal and state government 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 Grantor agrees with the Secured Party as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Collateral*”):

(a) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all patented technology and know-how, and (v) all of the Grantor’s rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(v) in this Section 1(a) are sometimes hereinafter referred to individually and/or collectively referred to as the “*Patents*”);

(b) 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*”);

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

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

(e) 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.** The Grantor authorizes the Commissioner of Patents and the Commissioner of Trademarks in the U.S. Patent and Trademark Office and any other government officials to record and register this Patent and Trademark Security Agreement upon request by the Secured Party.

3. **Loan Documents.** This Patent and Trademark Security 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 the Secured Party with respect to the Collateral are as provided by the Loan Agreement, and related documents, and nothing in this Patent and Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Termination.** Upon payment and performance in full of all obligations set forth in the Loan Agreement, the security interests created by this Agreement shall terminate and Secured Party shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including termination of this Patent and Trademark Security Agreement by written notice from Secured Party to the United States Patent and Trademark Office (collectively, "**Termination Documents**"). If Secured Party fails or refuses to execute the Termination Documents within twenty (20) days of written notice from Grantor requesting such Termination Documents, Secured Party hereby agrees, for itself and its successors, assigns, donees, and transferees, to the fullest extent permitted by law, that the Grantor is hereby irrevocably appointed Secured Party's attorney-in-fact with full authority to execute any Termination Documents requested by Grantor, and to perform all other acts necessary to evidence termination of this Agreement.

5. **Defined Terms.** Any term used herein but otherwise not defined shall have the meaning set forth in the Loan Agreement, and if not defined therein, §9-102 of the Uniform Commercial Code.

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

7. **Successors and Assigns.** This Patent and Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Governing Law.** This Patent and 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 Patent and 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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

GRANTOR: **GALES INC.**, a Delaware corporation

DocuSigned by:  
*Rob Gregg*  
By: \_\_\_\_\_  
Name: Rob Gregg  
Title: CEO

Agreed to and accepted:

**STEEL FUNDING, LLC**  
a Delaware limited liability company,  
as Secured Party

By: Steel Capital Management, LLC, its managing member

DocuSigned by:  
*Michael Hoffman*  
By: \_\_\_\_\_  
Name: Michael Hoffman  
Title: Co-CEO

DocuSigned by:  
*Marc Sehgal*  
By: \_\_\_\_\_  
Name: Marc Sehgal  
Title: Co-CEO

**SCHEDULE 1**  
**PATENT AND TRADEMARK REGISTRATIONS AND APPLICATIONS**

See attached schedule

[Schedule 1 – Patent and Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008164 FRAME: 0446**

Schedule  
Intellectual Property

Case Number	Case Type	Country	Priority Case Number	Client Name, Client Case #	Status, Filing Date, App. Serial No., Pub No. & Date	Pat/Reg No., Issue/Reg Date	Title	#
2123.100.00US	US Patent	US		Gales Inc.(2123) No Client Case No.	Status: Allowed Filed: 6/22/2021 Serial #: 29/796,040 Conf #: 4858		Title: FOOTWEAR	1
2123.101.00US	US Patent	US		Gales Inc.(2123) No Client Case No.	Status: Pending Filed: 6/22/2021 Serial #: 29/796,042 Conf #: 9430		Title: FOOTWEAR	21
2123.102.00US	US Patent	US		Gales Inc.(2123) No Client Case No.	Status: Pending Filed: 10/10/2022 Serial #: 63/414,626 Conf #: 2943		Title: PROTECTIVE FOOTWEAR	22
2123.300.US	US Trademark	US		Gales Inc.(2123) No Client Case No.	Status: Registered Filed: 6/5/2020 Serial #: 88/949,436 Conf #: None	Registered: 6/1/2021 Reg. #: 6,374,448	Title: GALEES	23
2123.301.US	US Trademark	US		Gales Inc.(2123) No Client Case No.	Status: Registered Filed: 10/22/2020 Serial #: 90/270,737 Conf #: None	Registered: 2/8/2022 Reg. #: 6,635,770	Title: GALEES+	24
2123.302.US	US Trademark	US		Gales Inc.(2123) No Client Case No.	Status: Registered Filed: 11/30/2021 Serial #: 97/149,262 Conf #: None	Registered: 1/17/2023 Reg. #: 6953149	Title: GALEES	35
2123.302.VN	Foreign Trademark	Viet Nam	2123.302.MP	Gales Inc.(2123) No Client Case No.	Status: Pending Filed: No Date Serial #: None Conf #: None		Title: GALEES	36
2123.303.US	US Trademark	US		Gales Inc.(2123) No Client Case No.	Status: Registered Filed: 11/30/2021 Serial #: 97/149,264 Conf #: None	Registered: 1/17/2023 Reg. #: 6953150	Title: GALEES+ AND DESIGN	37



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Case Number	Case Type	Country	Priority Case Number	Client Name, Client Case #	Status, Filing Date, App. Serial No., Pat/Reg No.,		Title	#
					Pub No. & Date	Issue/Reg Date		
2123.304.US	US Trademark	US		Gales Inc.(2123) No Client Case No.	Status: Pending Filed: 8/31/2022 Serial #: 97574008 Conf #: None		Title: G+	38
2123.305.US	US Trademark	US		Gales Inc.(2123) No Client Case No.	Status: Registered Filed: 6/5/2020 Serial #: 88949812 Conf #: None	1/12/2021 Reg. #: 6247835	Title: SMART PPE FOOTWEAR	39
2123.306.US	US Trademark	US		Gales Inc.(2123) No Client Case No.	Status: Pending Filed: 8/31/2022 Serial #: 97574004 Conf #: None		Title: THE STANDING SHOE	50
2123.307.US	US Trademark	US		Gales Inc.(2123) No Client Case No.	Status: Pending Filed: 4/20/2023 Serial #: 97898741 Conf #: None		Title: STAND+	52

2123.301.US	US Trademark	US	Gates Inc.(2123) No Client Case No.	Status: Registered Filed: 10/22/2020 Serial #: 90270,737 Conf #: None	Registered: 2/8/2022 Reg. #: 6,635,770	Title: GALES+	24
2123.302.US	US Trademark	US	Gates Inc.(2123) No Client Case No.	Status: Registered Filed: 11/30/2021 Serial #: 97149,262 Conf #: None	Registered: 1/17/2023 Reg. #: 6953149	Title: GALES	35
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