

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medley Capital Corporation		02/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Footprint Acquisition LLC		
Street Address:	2200 Western Court, Suite 150		
City:	Lisle		
State/Country:	ILLINOIS		
Postal Code:	60532		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3390655	FF	
Registration Number:	3474515	FF FOOTPRINT RETAIL SERVICES	
Registration Number:	3383854	FOOTPRINT	
Serial Number:	76597466	PRISM	
Serial Number:	85369549	RPM RETAIL PLANNING MANAGER	
Serial Number:	85887391	RSM RETAIL SOLUTIONS MANAGER	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312.372.2000		
Email:	cvicino@mwe.com, jhammond@mwe.com		
Correspondent Name:	Carolyn M. Vicino		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	77247-011 JMM/CMV		
NAME OF SUBMITTER:	Carolyn M. Vicino		
SIGNATURE:	/Carolyn M. Vicino/		
DATE SIGNED:	07/06/2015		

CH \$165.00 3390655

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 27th day of February, 2015, by and between MEDLEY CAPITAL CORPORATION, a Delaware corporation, in its capacity as administrative agent (“Agent” or “Assignor”) for itself and the other Lenders (collectively, the “Lenders”) under the Credit Agreement dated as of March 28, 2013 (the “Credit Agreement”) by and among Agent, Lenders and HGDS Acquisition LLC, a Delaware limited liability company (the “Company”), on the one hand, and FOOTPRINT ACQUISITION LLC, a Delaware limited liability company with an address of 2200 Western Court, Suite 150, Lisle, Illinois 60532 (“Assignee”) on the other hand.

WHEREAS, the Company owns trademarks, service marks, logos, trade dress, trade names, indicia, and other source identifiers together with all translations, adaptations, derivations and combinations thereof, including the good will associated with the foregoing, including but not limited to the trademarks listed on the attached Schedule A, including the registrations and applications therefor, and all goodwill associated therewith (collectively, the “Trademarks”);

WHEREAS, the Company has entered into a Loan and Security Agreement, dated as of March 28, 2013 (the “Revolving Credit Agreement”) with Marquette Business Credit SPE I, LLC (“Revolving Lender”) pursuant to which Company granted to Revolving Lender a security interest in substantially all of its assets, including without limitation the Trademarks;

WHEREAS, pursuant to that certain Sale Agreement Pursuant to Article 9 of the Uniform Commercial Code of even date herewith by and among Agent, Assignee, and Footprint Holding Company, Inc. (the “UCC Sale Agreement”) and as a result of existing and continuing Events of Default (as defined in the Credit Agreement), Agent has agreed to transfer to Assignee, pursuant to: (a) Sections 9-610 through 9-619 and 9-623 through 9-628 of the New York Uniform Commercial Code; (b) the Credit Agreement, the Guaranty and Security Agreement dated as of March 28, 2013 executed by the Company and Footprint Holdings, LLC in favor of Agent (the “Security Agreement”), and the Trademark Security Agreement executed by the Company and Footprint Holdings, LLC in favor of Agent; and (c) other applicable law, all the right, title and interest of the Company in and to all of the personal property and assets of the Company, including the Trademarks;

WHEREAS, such transfer is subject to the continuing security interest of Revolving Lender in the assets of Company, including, without limitation, the Trademarks;

WHEREAS, pursuant to the Loan Assumption Agreement, Amendment No. 2 and Waiver among Assignee, Revolving Lender, Company and Agent, of even date herewith, Assignee has assumed all obligations of Company to Revolving Lender under the Revolving Credit Agreement and has granted to Revolving Lender a security interest in all of its assets, including, without limitation, the Trademarks, and shall be subject to the terms and conditions of that certain Intercreditor Agreement of even date herewith by and between Revolving Lender and Agent;

WHEREAS, pursuant to the Security Agreement, the Company has irrevocably appointed Agent its attorney in fact to, among other things, execute an assignment of the Trademarks upon the occurrence of an Event of Default;

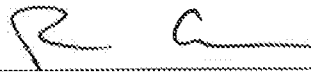
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and delivers, free and clear of all liens, encumbrances and claims other than the lien of Revolving Lender, to the Assignee, and Assignee hereby accepts, all right, title, and interest in, to, and under the Trademarks, and in and to all causes of action, either in law or in equity for past, present, or future infringement or other violations thereof, and 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 in and to all rights corresponding to the foregoing throughout the world, subject to the continuing security interest of Revolving Lender.
2. Assignor authorizes the Commissioner for Patents and Trademarks, the Register of Copyrights, and any other governmental officials throughout the world to record and register this Assignment upon request by Assignee.
3. Assignor agrees to execute all documents, assist in all proceedings and take any reasonable further steps as Assignee may deem necessary (at the sole cost and expense of the Assignee) to effectuate the transfer of the Trademarks or the perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.
4. EXCEPT AS EXPRESSLY SET FORTH IN THE UCC SALE AGREEMENT, NEITHER AGENT NOR ANY LENDER MAKES ANY REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE, VALIDITY OR CONDITION OF ANY SPECIFIC ITEMS CONSTITUTING THE TRADEMARKS, OR THE COMPANY'S BUSINESS OR PROSPECTS, OR THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE OR VALUE OF THE TRADEMARKS; AND THE TRADEMARKS ARE HEREBY ASSIGNED WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

MEDLEY CAPITAL CORPORATION, a
Delaware corporation, as Agent for itself and the
Lenders

By: 
Name: Richard T. Allorto
Title: CFO

FOOTPRINT ACQUISITION LLC, a Delaware
limited liability company

By: Deborah Stevens
Name: Deborah Stevens
Title: Treasurer

SCHEDULE A
TO
TRADEMARK ASSIGNMENT

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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FF & Design



UNITED STATES	3716342-00011	10/4/2006	77/013,715	3/4/2008	3,390,655	REGISTERED	035, 037
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CLASS	DESCRIPTION
035	Direct retail and brand marketing advertising for others; Product merchandising; Arranging for pickup, delivery, storage and transportation of merchandise via ground and air carriers; Inventory management in the field of direct retail and brand marketing advertising; Return management, namely, management of returned merchandise; and Monitoring and tracking of package shipments in transit
037	Installation of retail displays and fixtures

FF FOOTPRINT RETAIL SERVICES & Design



UNITED STATES	3716342-00010	10/4/2006	77/013,711	7/29/2008	3,474,515	REGISTERED	035, 037
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CLASS	DESCRIPTION
035	Inventory, delivery and returns management
037	Installation of retail displays and fixtures

FOOTPRINT

UNITED STATES	3716342-00009	10/4/2006	77/013,724	2/19/2008	3,383,854	REGISTERED	035, 037
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CLASS	DESCRIPTION
035	Inventory, delivery and returns management
037	Installation of retail displays and fixtures

PRISM

UNITED STATES 3716342-00013 6/14/2004 76/597,466 2/27/2007 3,212,025
REGISTERED 35

CLASS

DESCRIPTION

Business services relating to product placement, new store openings, in-store events, product demonstrations, business merchandising display services, product display arrangement and set-up, product merchandising, and retail space management for others, namely, retail start-up services involving the coordination and assumption of responsibility for all aspects of the store-opening process of others, establishing retail environments through product displays, organizing and conducting product presentations, implementing the product display plans of others, and services relating to product presentation to the public.

PRISM RETAIL SERVICES

JAPAN 3716342-00012 4977454
REGISTERED 35

CLASS

DESCRIPTION

Placing products on the shelves for others in retail stores by dispatched personnel planning and decorating displays for commodity sales in retail stores by dispatched personnel, consultancy for retail store openings, namely, referral services of sales persons to retail stores, introducing and referring workers to retail stores.

RPM RETAIL PLANNING MANAGER & Design



UNITED STATES 3716342-00018 7/12/2011 85/369,549
ALLOWED 35

CLASS

DESCRIPTION

Retail resource scheduling, including personnel scheduling, in-store maintenance, fixture installations and repairs, and related merchandising activities

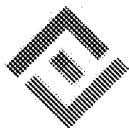
RSM RETAIL SOLUTIONS MANAGER

Pending - Serial No. 85/887,391; Filing date is March 27, 2013

The business is in the process of applying for a trademark of the following mark (FootprintTrax is the business' proprietary merchandising reporting system):

FootprintTrax™

IN-STORE TECHNOLOGY
DEVELOPED BY



footprint
RETAIL SERVICES