

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLAZER AND FLIP FLOPS, INC.		08/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LLOYDS BANK PLC		
Street Address:	The Atrium, Davidson House, Forbury Sq.		
City:	Reading, Berkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	RG13EU		
Entity Type:	Public Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4896127	TE2	
Registration Number:	5168562	LIVE BRANDED MAP	
Serial Number:	87321115	EOS	
Serial Number:	87321159	EXPERIENCE ITINERARY	
Serial Number:	87321281	EXPERIENCE OPERATING SYSTEM	
Serial Number:	87321229	EXPERIENCE STUDIO	
Serial Number:	87328725	PERSONALIZING THE PHYSICAL WORLD	
Serial Number:	87328715	SKINOW	
Serial Number:	87321138	TE2OS	
Serial Number:	86228876	THE EXPERIENCE ENGINE	
Serial Number:	87321215	XOS	
Serial Number:	87328739	ZERO-TO-EXPERIENCE	
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>			
Phone:	312-609-7777		
Email:	acurley@vedderprice.com		
Correspondent Name:	Angelique Curley		

CH \$315.00 4896127

Address Line 1: 222 N. LaSalle Street
Address Line 2: Vedder Price
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 48237.00.0004

NAME OF SUBMITTER: Angelique Curley

SIGNATURE: /Angelique Curley/

DATE SIGNED: 08/25/2017

Total Attachments: 7

source=Trademark_Security_Agreement#page1.tif

source=Trademark_Security_Agreement#page2.tif

source=Trademark_Security_Agreement#page3.tif

source=Trademark_Security_Agreement#page4.tif

source=Trademark_Security_Agreement#page5.tif

source=Trademark_Security_Agreement#page6.tif

source=Trademark_Security_Agreement#page7.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of August 22, 2017 (this "*Agreement*"), by **BLAZER AND FLIP FLOPS, INC.** (the "*Pledgor*"), a Delaware corporation, in favor of **LLOYDS BANK PLC**, in its capacity as Security Agent for and on behalf of the Finance Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Security Agent*").

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Accession Deed, dated the date hereof, pursuant to which the Pledgor has become a Subsidiary Guarantor and agreed to be bound by the terms of the Facilities Agreement originally dated March 14, 2016, as amended and restated on March 30, 2017, with the Security Agent and the other parties named therein (as heretofore or hereafter amended, amended and restated, modified or otherwise supplemented from time to time, the "*Credit Agreement*"); and

WHEREAS, the Pledgor is party to that certain Joinder Agreement, dated the date hereof, pursuant to which the Pledgor has become a party to and agreed to be bound as a Subsidiary Guarantor and as a Pledgor by the Second Amended and Restated Security Agreement dated March 30, 2017 (as amended, amended and restated, modified or otherwise supplemented from time to time, the "*Security Agreement*") in favor of the Security Agent, which Security Agreement requires that the Pledgor execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce (i) the Lenders to enter into the Credit Agreement and make the Loans and other financial accommodations to the Borrowers thereunder and (ii) the Bilateral Facility Lender to make available the Bilateral Facilities, the Pledgor hereby agrees with the Security Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and defined in the Security Agreement or the Credit Agreement have the respective meanings given to them in the Security Agreement or, to the extent not defined in the Security Agreement, the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Security Agent a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and

remedies of the Security Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

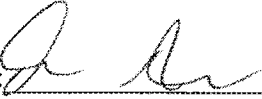
SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not then due) and termination of the Security Agreement, the Security Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, Pledgor has caused this Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

BLAZER AND FLIP FLOPS, INC.

By:  _____

Name: John Alder

Title: Chief Financial Officer

Accepted and Agreed:

LLOYDS BANK PLC,
as Security Agent

By: _____

Name:

Title

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006138 FRAME: 0518

IN WITNESS WHEREOF, Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BLAZER AND FLIP FLOPS, INC.

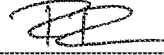
By: _____

Name: John Alder

Title: Chief Financial Officer

Accepted and Agreed:

LLOYDS BANK PLC,
as Security Agent

By:  _____

Name: RAY BURGESS

Title: RELATIONSHIP DIRECTOR

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Blazer and Flip Flops, Inc., Dba the Experience Engine	4896127	TE2
Blazer and Flip Flops, Inc., Dba the Experience Engine	5168562	LIVE BRANDED MAP

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Blazer and Flip Flops, Inc., Dba the Experience Engine	87321115	EOS

Blazer and Flip Flops, Inc., Dba the Experience Engine	87321159	EXPERIENCE ITINERARY
Blazer and Flip Flops, Inc., Dba the Experience Engine	87321281	EXPERIENCE OPERATING SYSTEM
Blazer and Flip Flops, Inc., Dba the Experience Engine	87321229	EXPERIENCE STUDIO
Blazer and Flip Flops, Inc., Dba the Experience Engine	87328725	PERSONALIZING THE PHYSICAL WORLD
Blazer and Flip Flops, Inc., Dba the Experience Engine	87328715	SKINOW

Blazer and Flip Flops, Inc., Dba the Experience Engine	87321138	TE2OS
Blazer and Flip Flop, Inc., Dba the Experience Engine	86228876	THE EXPERIENCE ENGINE SN:
Blazer and Flip Flops, Inc., Dba the Experience Engine	87321215	XOS
Blazer and Flip Flops, Inc., Dba the Experience Engine	87328739	ZERO-TO-EXPERIENCE