TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553784

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REMINGTON PRODUCTS COMPANY		12/12/2019	Corporation: OHIO

RECEIVING PARTY DATA

Name:	NXT CAPITAL, LLC, as Agent
Street Address:	191 North Wacker Drive, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4363847	
Registration Number:	4081435	
Registration Number:	4200645	
Registration Number:	3937183	
Registration Number:	4200644	
Registration Number:	3509834	AMAZING ARCHES
Registration Number:	5835054	CUSHION TOWER
Registration Number:	5130195	CUSHIONOLOGY
Registration Number:	3291389	FAB FEET
Registration Number:	3190753	FANCY FEET
Serial Number:	87951230	FANCY FEET
Registration Number:	3865684	FOOT PETALS
Registration Number:	3898704	FOOT PETALS
Registration Number:	5777213	FOOT PETALS
Registration Number:	3008330	FOOT PETALS
Registration Number:	4593678	FOOT PETALS
Registration Number:	4499625	FOOT PETALS
Registration Number:	4408218	GLAMOUR TOES
Registration Number:	3281016	HAUTE HEELZ

OP $790.00 4363847

Property Type	Number	Word Mark
Registration Number:	3000057	HEAVENLY HEELZ
Registration Number:	3118923	KILLER KUSHIONZ
Registration Number:	4319171	PRESSURE POINTZ
Registration Number:	4537791	SOCK-FREE SAVIORS
Registration Number:	3903034	SOLE STOPPERZ
Registration Number:	3118922	STRAPPY STRIPS
Registration Number:	3056857	TIP TOES
Registration Number:	5041336	WEAR THE SHOES YOU LOVE
Registration Number:	4614769	WEAR THE SHOES YOU LOVE
Registration Number:	4379477	
Registration Number:	4391248	
Registration Number:	4408154	CUSH'N STRIDE

CORRESPONDENCE DATA

Fax Number: 3128637806

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.

Phone: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.303
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	12/18/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

December 12, 2019

WHEREAS, each of the undersigned grantors (each, a "Grantor" and collectively, the "Grantors"), owns one or more of the Trademarks listed on Schedule 1 annexed hereto and is a party to one or more of the Trademark Licenses, if any, listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among, *inter alia*, Remington Products Company, an Ohio corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and NXT Capital, LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among the Grantors, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), each Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired (provided, for the avoidance of doubt, that the Trademark Collateral shall not include any Excluded Property (as defined in the Collateral Agreement)):

(i) each Trademark (as defined in the Collateral Agreement) owned by such Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which such Grantor is a party, including, without limitation, each Trademark License, if any, identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third

parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by such Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by such Grantor under any Trademark License, including, without limitation, any Trademark License, if any, identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

TRADEMARK
REEL: 006818 FRAME: 0443

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

GRANTORS

REMINGTON PRODUCTS COMPANY, an Ohio corporation

By: _____
Name: Niels Lichti
Title: Chief Financial Officer

ACKNOWLEDGED:

NXT CAPITAL, LLC, as Agent

By: _____
Name: Dan Green
Title: Director

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
Foot Shape Design (Killer Kushionz)	USA	85/746687	10/5/2012	4363847	7/9/2013	25
Foot Shape Design (Killer Kushionz) [SR]	USA	85/036810	5/12/2010	4081435	1/3/2012	25
Oval with Scalloped Ends Design (Heavenly Heelz)	USA	85/036769	5/12/2010	4200645	9/4/2012	25
Six Petal Flower Design	USA	85/069308	6/23/2010	3937183	3/29/2011	25
Scalloped Circle Design (Tip Toes)	USA	85/036716	5/12/2010	4200644	9/4/2012	25
AMAZING ARCHES	USA	77/355655	12/19/2007	3509834	9/30/2008	25
CUSHION TOWER	USA	86/816505	11/11/2015	5835054	8/13/2019	25
CUSHIONOLOGY	USA	86/816502	11/11/2015	5130195	1/24/2017	25
FAB FEET	China	7879906	12/2/2009	7879906	12/21/2010	25
FAB FEET	USA	76/653755	1/19/2006	3291389	9/11/2007	25
FANCY FEET	Canada	0462657	12/10/1980	TMA272008	8/20/1982	25
FANCY FEET	Canada	1288846	1/31/2006	TMA768446	6/2/2010	25
FANCY FEET	USA	76/653686	1/19/2006	3190753	1/2/2007	25
FANCY FEET	USA	87/951230	6/6/2018			03
FLAT SOCKS	WIPO (Canada, Mexico, UK)	1488965	8/12/2019	1488965	8/12/2019	25
FLAT SOCKS	Canada	1987065	8/12/2019			25
FLAT SOCKS	Mexico	**1488965**	8/12/2019			25
FLAT SOCKS	United Kingdom	**1488965**	8/12/2019			25
FOOT PETALS	Australia	1310161	7/17/2009	1310161	7/17/2009	25
FOOT PETALS	Canada	1459853	11/20/2009	TMA905104	6/2/2015	25

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
FOOT PETALS	Chile	1132624	11/24/2014	1187132	11/27/2015	25
FOOT PETALS	China	7879905	12/2/2009	7879905	12/21/2010	25
FOOT PETALS	Germany	302009023550	4/21/2009	302009023550	8/31/2009	03, 10, 25
FOOT PETALS	India	1939490	3/22/2010	1939490	3/22/2010	25
FOOT PETALS	Malaysia	2009/13561	8/11/2009	09013561	8/11/2009	25
FOOT PETALS	New Zealand	955307	3/9/2012	955307	7/2/2013	03, 22, 25
FOOT PETALS	Norway	200912225	11/26/2009	255285	4/26/2010	03, 10, 25
FOOT PETALS	Republic of Korea	40-2009-0035148	7/23/2009	838437	10/5/2010	25
FOOT PETALS	Russian Federation	2009731549	12/7/2009	432833	3/21/2011	25
FOOT PETALS	Saudi Arabia	149122	12/5/2009	1214/9	12/14/2010	25
FOOT PETALS	South Africa	2004/22417	12/10/2004	2004/22417	12/10/2004	25
FOOT PETALS	Switzerland	63293/2009	11/26/2009	598370	11/26/2009	03, 25
FOOT PETALS	Thailand	738711	7/31/2009	TM320165	8/16/2010	25
FOOT PETALS	Turkey	2009/63740	12/1/2009	200963740	3/26/2012	25
FOOT PETALS	United Arab Emirates	136477	12/6/2009	128438	1/17/2011	25
FOOT PETALS	USA	77/847325	10/13/2009	3865684	10/19/2010	25
FOOT PETALS	USA	77/869256	11/10/2009	3898704	1/4/2011	03, 22, 25
FOOT PETALS	USA	87/926075	5/17/2018	5777213	6/11/2019	03
FOOT PETALS	WIPO (Belarus, Bosnia and Herzegovina, Croatia, European Union, Japan, Moldova, Norway, Russian Federation, Serbia, Singapore, Swizerland, Turkey, Ukraine)	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25
FOOT PETALS Stylized footpetals	Singapore	T0511315J	7/1/2005	T0511315J	7/1/2005	25
FOOT PETALS Stylized footpetals	USA	76/586489	4/12/2004	3008330	10/25/2005	25
FOOT PETALS Stylized 2013 footpetals	Australia	1606674	2/18/2014	1606674	9/18/2014	25
FOOT PETALS Stylized 2013 footpetals	New Zealand	992722	2/18/2014	992722	8/19/2014	25
FOOT PETALS Stylized 2013 footpetals	USA	85/825595	1/17/2013	4593678	8/26/2014	25, 35

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
FOOT PETALS Stylized 2013	USA	85/981153	1/17/2013	4499625	3/18/2014	22
FOOT PETALS Stylized	Australia	932324	10/30/2002	932324	6/24/2003	25
FOOT PETALS Stylized	Canada	1263121	6/21/2005	TMA668583	7/25/2006	25
FOOT PETALS Stylized	China	4771737	7/11/2005	4771737	1/28/2009	25
FOOT PETALS Stylized	Hong Kong	300462906	7/22/2005	300462906	7/22/2005	25
FOOT PETALS Stylized	Japan	2005-57182	6/23/2005	4921369	1/13/2006	25
FOOT PETALS Stylized	Republic of Korea	40-2012-0023015	4/6/2012	966957	5/2/2013	25
FOOT PETALS Stylized	Taiwan	094031149	6/29/2005	1207624	5/1/2006	25
GLAMOUR TOES	USA	85/663038	6/27/2012	4408218	9/24/2013	25
HAUTE HEELZ [SR]	USA	76/645577	8/25/2005	3281016	8/14/2007	25
HEAVENLY HEELZ	USA	76/591146	5/10/2004	3000057	9/27/2005	25
KILLER KUSHIONZ	USA	76/641422	6/23/2005	3118923	7/25/2006	25
PRESSURE POINTZ [SR]	USA	85/680213	7/18/2012	4319171	4/9/2013	25
SOCK-FREE SAVIORS	USA	86/111990	11/6/2013	4537791	5/27/2014	25
SOLE STOPPERZ	USA	77/958361	3/13/2010	3903034	1/11/2011	25
STRAPPY STRIPS	USA	76/641421	6/23/2005	3118922	7/25/2006	25
TIP TOES	USA	76/591147	5/10/2004	3056857	2/7/2006	25
WEAR THE SHOES YOU LOVE	USA	85/784117	11/20/2012	5041336	9/13/2016	03
WEAR THE SHOES YOU LOVE	USA	85/982625	11/20/2012	4614769	9/30/2014	22, 25, 35
None (design only)	USA	85797054	12/7/2012	4379477	08/06/13	25, 35
None (design only)	USA	85797050	12/7/2012	4391248	08/27/13	25, 35
CUSH'N STRIDE	USA	85654351	6/18/2012	4408154	09/24/13	25

TRADEMARK LICENSES

None.