

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOTES ISOTONER CORPORATION		12/23/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 139			
Property Type	Number	Word Mark	
Registration Number:	2763070	ACORN	
Registration Number:	3820154	ACORN	
Registration Number:	4388232	ACORN	
Registration Number:	4476091	ACORN	
Registration Number:	2891086		
Registration Number:	3820155		
Registration Number:	2763071	ACORN	
Registration Number:	2874173	ACORN COMFORT ON EARTH	
Registration Number:	4704279	ACORN VIA	
Registration Number:	2070171	AUTO CLUB	
Registration Number:	2159693		
Registration Number:	4660640		
Registration Number:	2711143	CIRE	
Registration Number:	2931969	CLIP & GO 'BRELLA	
Registration Number:	2272962	COMFORT ON EARTH	
Registration Number:	2335576	COMFORT ON EARTH	
Registration Number:	3722920	CONTOUR-FIT SOLE	
Registration Number:	1423962		
TRADEMARK			

OP \$3490.00 2763070

Property Type	Number	Word Mark
Registration Number:	1192171	
Registration Number:	1732120	ESNY
Registration Number:	5200173	ESSENTIALS BY ISOTONER
Registration Number:	1502032	EYE SCREENS
Registration Number:	2378137	EYE SCREENS TRENDS
Registration Number:	4909317	FIRMCORE
Registration Number:	1673884	GATOR GRIPS
Registration Number:	1354338	GCS
Registration Number:	3298694	GRIPSTER
Registration Number:	5200175	IMPRESSIONS BY ISOTONER
Registration Number:	2809515	IMPRESSIONS FROM ISOTONER
Registration Number:	3437704	ISO
Registration Number:	4507566	ISOFLEX
Registration Number:	0909643	ISOTONER
Registration Number:	1249912	ISOTONER
Registration Number:	1263689	ISOTONER
Registration Number:	1473314	ISOTONER
Registration Number:	2695176	ISOTONER
Registration Number:	4388283	ISOTONER
Registration Number:	4642319	ISOTONER
Registration Number:	4660639	ISOTONER
Registration Number:	2805917	ISOTONER PILLOWSTEP
Registration Number:	4646338	ISOTONER SIGNATURE
Registration Number:	4319020	JUST SHEEPSKIN
Registration Number:	2300733	KID SCREENS
Registration Number:	2097898	KNOGINTOP
Registration Number:	4120763	LAKE OF THE ISLES
Registration Number:	4709222	LIGHT N' GO
Registration Number:	1425341	MANZELLA
Registration Number:	4403439	MANZELLA
Registration Number:	4819279	M MANZELLA
Registration Number:	3420256	MEMORYSTEP
Registration Number:	3116708	MICRO MINI
Registration Number:	1421141	OH EWE
Registration Number:	4756747	PUDDLE FLATS
Registration Number:	3598472	RAINDROPS
Registration Number:	3598474	RAINDROPS
Registration Number:	2273181	RAINES

Property Type	Number	Word Mark
Registration Number:	2285124	RAINES
Registration Number:	5200174	SENSATIONS BY ISOTONER
Registration Number:	3017836	SENSATIONS BY ISOTONER
Registration Number:	4032816	SENSORTOUCH
Registration Number:	4020654	SHERPASOFT
Registration Number:	4585661	SLIPPERCOMFORT
Registration Number:	5161524	SMARTDRI
Registration Number:	3871285	SMARTOUCH
Registration Number:	3918222	SMARTOUCH
Registration Number:	4646399	SMARTZONE
Registration Number:	1575115	SNUGGLESOX
Registration Number:	2580205	STORMBEATER
Registration Number:	3014191	STRETCH LEATHERS
Registration Number:	1702255	SUNGLASS STATION
Registration Number:	1783019	SUNGLASS WORLD
Registration Number:	3023756	SUNGUARD
Registration Number:	3092553	SUNGUARD
Registration Number:	2737765	SUPERDOME
Registration Number:	2060154	SUPERTREADS
Registration Number:	4791267	THERMAFLEX
Registration Number:	4507559	TITAN
Registration Number:	1620085	TOASTIES
Registration Number:	1061743	TOTES
Registration Number:	1081141	TOTES
Registration Number:	1138767	TOTES
Registration Number:	1149822	TOTES
Registration Number:	1309481	TOTES
Registration Number:	1313581	TOTES
Registration Number:	1315771	TOTES
Registration Number:	1525716	TOTES
Registration Number:	1528120	TOTES
Registration Number:	1530893	TOTES
Registration Number:	1587955	TOTES
Registration Number:	1700210	TOTES
Registration Number:	2124107	TOTES
Registration Number:	2211666	TOTES
Registration Number:	2700817	TOTES
Registration Number:	2700818	TOTES

Property Type	Number	Word Mark
Registration Number:	2700819	TOTES
Registration Number:	2700820	TOTES
Registration Number:	2716370	TOTES
Registration Number:	0925164	TOTES
Registration Number:	4637482	TOTES COAT
Registration Number:	0983116	TOTES COAT
Registration Number:	2856900	TOTES ELEMENTS
Registration Number:	3290198	TOTES SIGNATURE
Registration Number:	2305847	TOTES SPORT
Registration Number:	1510241	TOTES TOASTIES
Registration Number:	1666245	TOTES TOASTIES
Registration Number:	2181473	TOTESPORT
Registration Number:	4020661	TOUCH TIP
Registration Number:	4512779	TRX
Registration Number:	2044588	WEATHER PROTECTORS BY TOTES
Registration Number:	4043262	WOODLANDS
Registration Number:	5729446	ZENZ
Registration Number:	5729358	TOTES INBRELLA
Registration Number:	5734536	TOTES CIRRUS
Registration Number:	5628451	TOTES
Registration Number:	5788191	ISOTONER 360° SURROUND COMFORT
Registration Number:	5287310	CLOUD CONTOUR
Registration Number:	5715836	SLEEKHEAT
Registration Number:	5278242	CONTOUR CUSHION
Registration Number:	5223726	SENSATIONS BY ISOTONER
Registration Number:	4764673	TOTES ELEMENTS
Registration Number:	4692611	SMARTOUCH
Registration Number:	4947020	CLOUD CUSHION
Registration Number:	4576772	ISOTONER
Registration Number:	1147737	ACTIVIZER
Registration Number:	1329582	CHROMATICS
Registration Number:	1375994	TOTES
Registration Number:	1354368	TOTES
Registration Number:	1889285	THE BIG TOP
Registration Number:	1870559	SMALL WONDER
Registration Number:	2201820	SECRET SOLE
Registration Number:	2280041	TOTES
Registration Number:	2272054	CONTOURS BY ISOTONER

Property Type	Number	Word Mark
Registration Number:	2604513	WATER BLOCK
Registration Number:	2536158	THERMADRY
Registration Number:	1970847	DRI-GARD
Registration Number:	1907440	DRI G GARD
Registration Number:	1130476	GRANDOE
Registration Number:	2727027	SMART DOGS
Registration Number:	1327159	TOTES

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: Ted.Mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	01/06/2020

Total Attachments: 16

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Trademark Security Agreement") made by TOTES ISOTONER CORPORATION, an Ohio corporation with offices located at 9655 International Boulevard, Cincinnati, Ohio 45246, formerly known as Totes, Inc. (the "Borrower"), and the Guarantors from time to time party hereto, as pledgors, assignors and debtors (the Borrower, together with such Guarantors, in such capacities and together with any successors in such capacities, the "Grantors", and each, a "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States with offices located at 100 Park Avenue, New York, New York 10017 ("Wells Fargo"), in its capacity as collateral agent pursuant to the Credit Agreement (as hereinafter defined) and as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"). Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

WHEREAS, the Borrower, TOTES INTERMEDIATE HOLDCO, INC., a Delaware corporation ("Intermediate Parent"), the Guarantors, Wells Fargo, as administrative agent (the "Administrative Agent"), the Collateral Agent and the lending institutions listed therein (the "Lenders") have, in connection with the execution and delivery of the Security Agreement, entered into that certain Amended and Restated Credit Agreement (Revolving Facility), dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrower, the Guarantors, the Administrative Agent and the Collateral Agent, amongst others, have entered into that certain Intercreditor Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement");

WHEREAS, the Borrower and the Collateral Agent previously entered into a Trademark Security Agreement, dated as of May 1, 2014 (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Existing Trademark Security Agreement"), and the parties thereto desire to amend and restate the Existing Trademark Security Agreement;

WHEREAS, the Grantors are parties to an Amended and Restated Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement; and

WHEREAS, under the terms of the Security Agreement, as collateral security for the payment in full of all the Secured Obligations, each Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the

right, title and interest of such Grantor in, to and under the Pledged Collateral, wherever located and whether now existing or hereafter arising or acquired from time to time, including the Intellectual Property Collateral, including the Trademarks (as defined below) and the Trademark Licenses (as defined below).

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Collateral Agent hereby agree that the Existing Trademark Security Agreement shall be (and hereby is) amended and restated as follows:

SECTION 1. Grant of Security. As collateral security for the payment in full of all the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, and hereby confirms its continuing prior grant as set forth in the Existing Trademark Security Agreement to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Grantor in, to and under all of the following Pledged Collateral, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

(a) all U.S. and foreign trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including but not limited to the trademarks and applications for any of the foregoing listed in Schedule A hereto, together with any and all (i) goodwill connected with the use of and symbolized by any of the foregoing or Trademark License with respect to any of the foregoing in which such Grantor has any interest, (ii) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (iii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iv) proceeds thereof, including, without limitation, all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilution or other violation thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilution or other violation thereof ("Trademarks");

(b) all license and distribution agreements with, and covenants not to sue, any other party with respect to, or any other agreement pursuant to which any such Grantor receives or grants any rights in, to or under, any Trademark or any other trademark whether such Grantor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) proceeds thereof, including, without limitation, all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder

and with respect thereto including damages and payments for past, present or future infringements or other violations thereof, (iii) rights to sue for past, present and future infringements or other violations thereof and (iv) other rights to use, exploit or practice any or all of the Trademarks or any other trademark ("Trademark Licenses"); and

(c) to the extent not covered by the foregoing, all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and, except as otherwise provided in the Credit Agreement, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Grantor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Trademark Security Agreement shall not extend to (i) any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), (x) except to the extent there is a change in law such that granting a lien in such Trademark application prior to such filing would not adversely affect the enforceability or validity of such Trademark application, and (y) provided that any such Trademark applications shall automatically be included in the Collateral upon the filing of acceptable evidence of use of such Trademark, and (ii) any Trademark Collateral, including without limitation, intent-to-use trademark applications as provided in (i) above, for which the creation by a Grantor of a security interest therein is prohibited without the consent of a third party (to the extent such consent is not obtained) or by law (other than to the extent that any restriction on such assignment would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) or any relevant jurisdiction or any other applicable law).

SECTION 2. Security for Obligations. The grant of a lien on and security interest in, the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment in full and performance of all the Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 7. Termination. When all the Secured Obligations have been paid in full (other than inchoate indemnity obligations) and the commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement and the Intercreditor Agreement, this Trademark Security Agreement shall terminate. Upon termination of this Trademark Security Agreement the Trademark Collateral shall be released from lien and security interest pledged and granted herein, and the Collateral Agent shall execute all further documents and take all further necessary actions reasonably requested by the Grantors (at the cost and expense of the Grantors) to release such Trademark Collateral from lien and security interest pledged and granted herein, including, without limitation, executing a release of security interest suitable for recordation in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 8. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, 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 OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 9. Existing Trademark Security Agreement and Acknowledgment of Security Interests.

(a) Each party hereto, as of the date hereof, hereby acknowledges, confirms and agrees that: (i) the Existing Trademark Security Agreement has been duly executed and delivered by such party hereto and is in full force and effect as of the date hereof immediately prior to the effectiveness of this Trademark Security Agreement, (ii) immediately prior to the effectiveness of this Trademark Security Agreement, the agreements and obligations of such

party contained in the Existing Trademark Security Agreement constitute the legal, valid and binding obligations of such party enforceable against such party in accordance with their respective terms, and (iii) as of the date hereof, such party does not have a valid defense to the enforcement of such obligations.


(b) Each Grantor party hereto as of the date hereof hereby expressly ratifies, reaffirms and confirms the Liens and security interests granted by such Grantor pursuant to the Existing Trademark Security Agreement in any Trademark Collateral existing as of the date hereof (immediately prior to the effectiveness of this Trademark Security Agreement).

(c) With respect to right, title or interest of any Grantor in, to or under any Trademark Collateral existing as of the date hereof (immediately prior to the effectiveness of this Trademark Security Agreement) or hereafter arising or acquired from time to time, the Liens and security interests granted by such Grantor in such Trademark Collateral in favor of the Collateral Agent, for the benefit of the Secured Parties, shall be deemed to be continuously granted and perfected from the earliest date of the granting by such Grantor of such Liens and security interests in such Trademark Collateral and the perfection thereof, whether granted pursuant to the Existing Trademark Security Agreement, this Trademark Security Agreement or any of the other Loan Documents.

SECTION 10. Amendment and Restatement. As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Security Agreement are hereby amended, restated, restructured, replaced and superseded in their entirety by the terms, conditions, agreements, covenants, representations and warranties set forth in this Trademark Security Agreement. The parties hereto acknowledge and agree, however, that (i) this Trademark Security Agreement does not constitute a novation, payment and reborrowing or termination of the Secured Obligations arising under or pursuant to the Existing Trademark Security Agreement as in effect immediately prior to the effectiveness of this Trademark Security Agreement, (ii) such Secured Obligations arising under or pursuant to the Existing Trademark Security Agreement are in all respects continuing with only the terms being modified as provided in this Trademark Security Agreement, (iii) the Liens and security interests in favor of the Collateral Agent for the benefit of the Secured Parties securing payment of such Secured Obligations arising under or pursuant to the Existing Trademark Security Agreement are in all respects continuing and in full force and effect with respect to all Secured Obligations and shall not in any manner be impaired, limited, terminated, waived or released by virtue of the amendment and restatement of any of the Existing Trademark Security Agreement and the other Loan Documents on the date hereof, and (iv) unless otherwise expressly stated in any Loan Document entered into on or after the date hereof, all references to the "Trademark Security Agreement" in the other Loan Documents shall be deemed to refer without further amendment to this Trademark Security Agreement.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

TOTES ISOTONER CORPORATION

By: 
Name: Laurence Sax
Title: Chief Financial Officer

[Signature Page to A&R Trademark Security Agreement (Totes)]

TRADEMARK
REEL: 006831 FRAME: 0714

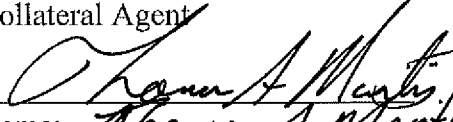
Accepted and Agreed:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By:

Name:

Title:


Thomas A. Martin
Authorized Signatory

Schedule A to Trademark Security Agreement**UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS:**

Record Owner	Trademark	App. No.	File Date	Reg. No.
totes Isotoner Corporation	ACORN	75/672,879	4/1/1999	2,763,070
	ACORN	77/589,756	10/9/2008	3,820,154
	ACORN	85/876,949	3/15/2013	4,388,232
	ACORN	85/806,424	12/19/2012	4,476,091
	Acorn Design	76/557,647	10/27/2003	2,891,086
	Acorn Design	77/589,762	10/9/2008	3,820,155
	ACORN Stylized & Design	75/672,880	4/1/1999	2,763,071
	ACORN COMFORT ON EARTH & Design	76/555,398	10/14/2003	2,874,173
	ACORN VIA	85/824,666	1/16/2013	4,704,279
	AUTO CLUB	74/513,857	4/18/1994	2,070,171
	Auto Open/Close Design	75/199,334	11/18/1996	2,159,693
	CHEVRON Design	86/062,590	9/12/2013	4,660,640
	CIRE & Design	76/411,323	5/21/2002	2,711,143
	CLIP & GO 'BRELLA	78/305,792	9/26/2003	2,931,969
	COMFORT ON EARTH	75/366,656	10/2/1997	2,272,962
	COMFORT ON EARTH	75/672,881	4/1/1999	2,335,576
	CONTOUR-FIT SOLE	77/307,293	10/18/2007	3,722,920
	Double Chevron Design	73/411,095	1/27/1983	1,423,962
	Double Chevron with Glove Design	73/224,072	7/20/1979	1,192,171
	ESNY	74/176,977	6/17/1991	1,732,120
	ESSENTIALS BY ISOTONER	86/062,553	9/12/2013	5,200,173
	EYE SCREENS	73/701,637	12/18/1987	1,502,032
	EYE SCREENS TRENDS	75/583,228	11/5/1998	2,378,137
	FIRMCORE	86/177,336	1/28/2014	4,909,317
	GATOR GRIPS	74/058,431	5/14/1990	1,673,884
	GCS	73/513,044	12/10/1984	1,354,338
	GRIPSTER	78/305,156	9/25/2003	3,298,694
	IMPRESSIONS BY ISOTONER	86/062,566	9/12/2013	5,200,175

Record Owner	Trademark	App. No.	File Date	Reg. No.
	IMPRESSIONS FROM ISOTONER	78/187,956	11/22/2002	2,809,515
	ISO & Design	78/598,859	3/31/2005	3,437,704
	ISOFLEX	85/857,431	2/22/2013	4,507,566
	ISOTONER	72/357,028	4/16/1970	0,909,643
	ISOTONER	73/378,654	8/6/1982	1,249,912
	ISOTONER	73/386,341	9/17/1982	1,263,689
	ISOTONER	73/666,949	6/17/1987	1,473,314
	ISOTONER	76/367,297	2/5/2002	2,695,176
	ISOTONER	85/907,151	4/17/2013	4,388,283
	ISOTONER Stylized	86/062,582	9/12/2013	4,642,319
	ISOTONER CHEVRON Design	86/062,587	9/12/2013	4,660,639
	ISOTONER PILLOWSTEP	78/226,333	3/17/2003	2,805,917
	ISOTONER SIGNATURE Stylized	86/062,573	9/12/2013	4,646,338
	JUST SHEEPSKIN	85/978,648	1/25/2012	4,319,020
	KID SCREENS	75/435,565	2/17/1998	2,300,733
	KNOGINTOP	75/219,646	12/30/1996	2,097,898
	LAKE OF THE ISLES	85/287,706	4/6/2011	4,120,763
	LIGHT N' GO	86/132,837	12/2/2013	4,709,222
	MANZELLA	73/547,445	7/11/1985	1,425,341
	MANZELLA	85/873,531	3/12/2013	4,403,439
	MANZELLA	86/336512	7/14/2014	4819279
	MEMORYSTEP	78/806,562	2/3/2006	3,420,256
	MICRO MINI	78/624,143	5/5/2005	3,116,708
	OH EWE	73/476,176	4/19/1984	1,421,141
	PUDDLE FLATS	86/097,578	10/22/2013	4,756,747
	RAINDROPS	77/601,271	10/27/2008	3,598,472
	RAINDROPS & Design	77/602,060	10/28/2008	3,598,474
	RAINES	75/517,251	7/9/1998	2,273,181
	RAINES	75/521,160	7/17/1998	2,285,124
	SENSATIONS BY ISOTONER	86/062,561	9/12/2013	5,200,174
	SENSATIONS BY ISOTONER	78/487,453	9/22/2004	3,017,836
	SENSORTOUCH	85/219,785	1/18/2011	4,032,816
	SHERPASOFT	85/173,178	11/10/2010	4,020,654
	SLIPPERCOMFORT	85/946,215	5/30/2013	4,585,661

Record Owner	Trademark	App. No.	File Date	Reg. No.
	SMART DOGS	76/442,505	8/22/2002	2,727,027
	SMARTDRI	86/429,430	10/21/2014	5,161,524
	SMARTOUCH	77/783,380	7/17/2009	3,871,285
	SMARTOUCH & Design	85/017,217	4/19/2010	3,918,222
	SMARTZONE	86/076,413	9/27/2013	4,646,399
	SNUGGLESOX	73/778,408	2/2/1989	1,575,115
	STORMBEATER	76/184,401	12/20/2000	2,580,205
	STRETCH LEATHERS	76/339,112	11/16/2001	3,014,191
	SUNGLASS STATION	74/119,644	12/3/1990	1,702,255
	SUNGLASS WORLD	73/704,889	1/11/1988	1,783,019
	SUNGUARD (WORD MARK)	78/531,330	12/13/2004	3,023,756
	SUNGUARD & Design	78/531,280	12/13/2004	3,092,553
	SUPERDOME	76/184,403	12/20/2000	2,737,765
	SUPERTREADS	75/024,942	11/28/1995	2,060,154
	THERMAFLEX	86/105,140	10/30/2013	4,791,267
	TITAN	85/855,933	2/21/2013	4,507,559
	TOASTIES	74/030,566	2/20/1990	1,620,085
	TOTES	73/088,715	5/28/1976	1,061,743
	TOTES	73/119,754	3/21/1977	1,081,141
	TOTES	73/188,249	10/5/1978	1,138,767
	TOTES	73/222,170	7/5/1979	1,149,822
	TOTES	73/464,715	2/8/1984	1,309,481
	TOTES	73/467,565	2/27/1984	1,313,581
	TOTES	73/371,140	6/23/1982	1,315,771
	TOTES	73/488,124	7/2/1984	1,327,159
	TOTES	73/535,252	5/1/1985	1,525,716
	TOTES	73/741,912	7/25/1988	1,528,120
	TOTES	73/741,911	7/25/1988	1,530,893
	TOTES	73/814,675	7/25/1989	1,587,955
	TOTES	74/115,787	11/15/1990	1,700,210
	TOTES	74/614,139	12/23/1994	2,124,107
	TOTES	75/231,756	1/27/1997	2,211,666
	TOTES	75/981,975	5/29/2001	2,700,817
	TOTES	75/981,976	5/29/2001	2,700,818
	TOTES	75/981,977	5/29/2001	2,700,819
	TOTES	75/981,978	5/29/2001	2,700,820
	TOTES	76/263,565	5/29/2001	2,716,370
	TOTES (Stylized)	72/371,981	9/28/1970	0,925,164

Record Owner	Trademark	App. No.	File Date	Reg. No.
	TOTES COAT	85/375,767	7/20/2011	4,637,482
	TOTES COAT (stylized)	72/446,338	1/19/1973	0,983,116
	TOTES ELEMENTS	78/188,421	11/25/2002	2,856,900
	TOTES SIGNATURE	77/088,723	1/23/2007	3,290,198
	TOTES SPORT	75/558,380	9/14/1998	2,305,847
	TOTES TOASTIES	73/721,635	4/11/1988	1,510,241
	TOTES TOASTIES	74/049,060	4/16/1990	1,666,245
	TOTESPORT	75/242,713	2/18/1997	2,181,473
	TOUCH TIP	85/175,525	11/12/2010	4,020,661
	TRX	86/037,956	8/14/2013	4,512,779
	WEATHER PROTECTORS BY TOTES	74/647,679	3/16/1995	2,044,588
	WOODLANDS	85/171,454	11/8/2010	4,043,262
	ZENZ	87/820,800	03/05/2018	5,729,446
	TOTES INBRELLA	87/798,553	02/15/2018	5,729,358
	TOTES CIRRUS	87/512,247	06/30/2017	5,734,536
	TOTES	87/265,655	12/12/2016	5,628,451
	ISOTONER 360° SURROUND COMFORT	87/211,218	10/21/2016	5,788,191
	CLOUD CONTOUR	87/048,225	05/24/2016	5,287,310
	SLEEKHEAT	86,864,846	01/04/2016	5,715,836
	CONTOUR CUSHION	86/723,992	08/13/2015	5,278,242
	SENSATIONS BY ISOTONER	86/632,437	05/18/2015	5,223,726
	TOTES ELEMENTS	86/471,361	12/04/2014	4,764,673
	SMARTOUCH	86/394,451	09/15/2014	4,692,611
	CLOUD CUSHION	86/371,982	08/20/2014	4,947,020
	ISOTONER	85/860,329	02/26/2013	4,576,772
	ACTIVIZER	73225345	07/30/1979	1147737
	CHROMATICS	73445616	09/28/1983	1329582
	TOTES	73518291	01/22/1985	1375994
	TOTES	73519184	01/24/1985	1354368
	THE BIG TOP	74420873	07/30/1993	1889285
	SMALL WONDER	74437720	09/20/1993	1870559
	SECRET SOLE	75138261	07/10/1996	2201820
	TOTES	75421233	01/21/1998	2280041
	CONTOURS BY	75503863	06/17/1998	2272054



Record Owner	Trademark	App. No.	File Date	Reg. No.
	ISOTONER			
	Water Block	76299836	08/15/2001	2604513
	Thermadry	76178718	12/11/2000	2536158
	DRI-GARD	74539972	06/20/1994	1970847
	DRI-GARD	74532856	06/03/1994	1907440
	GRANDOE	73170380	05/15/1978	1130476

CANADIAN TRADEMARKS AND TRADEMARK APPLICATIONS:

Record Owner	Country	Trademark	App. No.	File Date	Reg. No.
totes Isotoner Corporation	Canada	ACORN	1,333,659	2/2/2007	TMA703,649
	Canada	ACORN & Design	1,333,826	2/2/2007	TMA702,880
	Canada	CHEVRON Design	1,648,675	10/21/2013	TMA952,107
	Canada	COMFORT ON EARTH	1333825	2/2/2007	TMA708,824
	Canada	COMFORTSTEP	1,382,965	2/11/2008	TMA749,720
	Canada	CONTOURS BY ISOTONER	890,363	9/14/1998	TMA532,139
	Canada	CONTOURSTEP	1,508,202	12/16/2010	TMA815,920
	Canada	GLOVE DESIGN	472,403	7/09/1981	TMA268,960
	Canada	Double Chevron Design	566,607	7/24/1986	TMA327,911
	Canada	Double Chevron Design	517,409	2/22/1984	TMA329,485
	Canada	ECO 'BRELLA	1,367,700	10/16/2007	TMA769,003
	Canada	ECOSENTIALS	1,379,026	1/14/2008	TMA750,592
	Canada	ECOSENTIALS	1,359,501	8/13/2007	TMA752,171
	Canada	GCS GLOVE COMPONENT SYSTEM	1,264,889	7/14/2005	TMA741,840

Record Owner	Country	Trademark	App. No.	File Date	Reg. No.
	Canada	GCS GLOVE COMPONENT SYSTEM	1,264,890	7/14/2005	TMA695,634
	Canada	INCOGNITO	1,134,126	3/13/2002	TMA599,403
	Canada	ISOFIT BY ISOTONER	1,284,757	1/2/2006	TMA731,119
	Canada	ISOFLEX	892,466	10/6/1999	TMA550,824
	Canada	ISOSPA BY ISOTONER	1,284,761	1/2/2006	TMA725,600
	Canada	ISOSPORT	1,041,498	1/4/2000	TMA554,062
	Canada	ISOTONER	360,096	1/3/1973	TMA194,202
	Canada	ISOTONER	558,264	2/28/1986	TMA332,537
	Canada	ISOTONER LUXE	1,263,433	7/4/2005	TMA673,643
	Canada	ISOTONER TOO!	1,093,523	2/21/2001	TMA604,700
	Canada	ISOTONER WOODLANDS	1,563,052	2/7/2012	TMA895,963
	Canada	JUST SHEEPSKIN	1,885,028	2/26/2018	
	Canada	MANZELLA	1,613,802	2/12/2013	TMA929,266
	Canada	MEMORYSTEP	1,358,252	8/1/2007	TMA774,976
	Canada	PILLOWSTEP	1,354,919	7/9/2007	TMA716,609
	Canada	RAINDROPS	836,174	2/11/1997	TMA517,226
	Canada	SMARTDOGS	1,601,716	11/9/2012	TMA899,072
	Canada	SMARTOUCH	1,468,029	2/2/2010	TMA834,146
	Canada	SPLASHFLASH	1,033,400	10/25/1999	TMA551,675
	Canada	THERMAFLEX	1,658,377	1/3/2014	TMA958,254

Record Owner	Country	Trademark	App. No.	File Date	Reg. No.
	Canada	TOTES	201,683	1/4/1949	UCA32,239
	Canada	TOTES	346,349	9/20/1971	TMA 185,432
	Canada	TOTES	561,429	4/29/1986	TMA334,741
	Canada	TOTES	771765	12/22/1994	458,988
	Canada	TOTES	777,421	3/9/1995	TMA502,457
	Canada	TOTES ELEMENTS	1,563,699	2/10/2012	TMA895,956
	Canada	TOTES TOASTIES	679,382	4/8/1991	TMA406,587
	Canada	WONDER LIGHT	1,033,401	10/25/1999	TMA551,678
totes Isotoner Corporation	Canada	TOTES SOL BOUNCE	1,973,511	07/02/2019	
	Canada	ZENZ	1,938,342	12/28/2018	
	Canada	TOTES EVERYWEAR	1,938,358	12/28/2018	
	Canada	ISOTONER ZENZ	1,938,372	12/28/2018	
	Canada	ISOTONER EVERYWEAR	1,938,374	12/28/2018	
	Canada	EVERYWEAR	1,931,461	11/20/2018	
	Canada	TOTES CIRRUS	1,931,464	11/20/2018	
	Canada	TOTES	1,921,029	09/20/2018	
	Canada	JUST GUARD	1,885,018	02/26/2018	
	Canada	DREAMSTEP	1,885,024	02/26/2018	
	Canada	TOASTIES BY TOTES	1,885,033	02/26/2018	
	Canada	TOTES TOASTIES	1,885,037	02/26/2018	

Record Owner	Country	Trademark	App. No.	File Date	Reg. No.
totes Isotoner Corporation	Canada	SMARTDRI	1,724,336	04/17/2015	TMA992,157
	Canada	CLOUD CUSHION	1,714,854	02/11/2015	TMA988,062
	Canada	MANZELLA AND M Design 	1,685,498	07/16/2014	TMA973,158
	Canada	M & Design 	1,680,457	06/09/2014	TMA969,462

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Date	Licensor	Licensee	Type	Licensed IP
August 1, 2013	totes Isotoner Corporation	North walk Group LLC	Sole	totes, and by totes trademarks
March 11, 2019	totes Isotoner Corporation	SPORTLIFE Brands LLC	Sole	Isotoner trademarks
May 13, 2019	totes Isotoner Corporation	Majesty Brands	Sole	Isotoner trademarks