

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAMUEL HUBBARD SHOE COMPANY LLC	FORMERLY HUBBARD SHOE COMPANY LLC	02/12/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ASSEMBLED BRANDS CAPITAL FUNDING LLC		
Street Address:	9 E 19th Street		
Internal Address:	Third Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87727902	HUBBARD	
Serial Number:	88342315	HUBBARD DREAMS	
Registration Number:	4756094	SAMUEL HUBBARD	
Registration Number:	5019368	SAMUEL HUBBARD	
Serial Number:	86019217	HUBBARD	
Serial Number:	86019220	HUBBARD	
Serial Number:	86019224	HUBBARD	
Serial Number:	86076782	SAMUEL HUBBARD	
Serial Number:	88342347	DREAMS	
CORRESPONDENCE DATA			
Fax Number:	2125865095		
<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:	2125865800		
Email:	DFRIEDMAN@CTSWLAW.COM		
Correspondent Name:	Daniel J. Friedman		
Address Line 1:	420 LEXINGTON AVENUE		
Address Line 2:	SUITE 2400		

OP \$240.00 87727902

Address Line 4:	New York, NEW YORK 10170
NAME OF SUBMITTER:	Daniel J. Friedman
SIGNATURE:	/Daniel J. Friedman/
DATE SIGNED:	02/13/2020
Total Attachments: 7 source=00410758#page1.tif source=00410758#page2.tif source=00410758#page3.tif source=00410758#page4.tif source=00410758#page5.tif source=00410758#page6.tif source=00410758#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of February 12, 2020 (the "Agreement") by and between **SAMUEL HUBBARD SHOE COMPANY LLC**, a California limited liability company, with a place of business at 300 Drakes Landing Road, Suite B150, Greenbrae, CA 94904 ("Borrower") and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 9 E 19th Street, Third Floor, New York, NY 10003 ("Lender").

RECITALS

WHEREAS, Lender has extended Loans to Borrower pursuant to the terms and conditions of that certain Credit Agreement dated as of the date hereof by and between Borrower and Lender (as amended, restated, amended and restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, under the terms of the Credit Agreement, Borrower has granted Lender a security interest in, among other property, all of Borrower's trademarks, tradenames, patents, copyrights and other intellectual property; and

WHEREAS, this Agreement is executed for the purpose of pledging Borrower's intellectual property as security for the Borrower's Obligations owed Lender under the Credit Agreement and the other Loan Documents.

1. Grant of Security Interest. Borrower hereby grants to Lender a security interest in and lien on all of the intellectual property assets owned by Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1** attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source codes associated with such intellectual property, all goodwill of the business of Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the "IP Collateral").

2. Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other

Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. 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 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 Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER:

SAMUEL HUBBARD SHOE COMPANY LLC

Claudia Stroud

By: _____

Name: Claudia Kingsley Stroud

Title: Senior Vice President

Agreed and accepted:

LENDER:

**ASSEMBLED BRANDS CAPITAL FUNDING
LLC**, a Delaware limited liability company

By: Assembled Brands Group LLC,
a Delaware limited liability company
and its manager

Randy Mitzman

By: _____

Name: Randy Mitzman

Title: Vice President

EXHIBIT 1

List of Patents, Trademarks, and Copyrights

TRADEMARKS

**Samuel Hubbard Shoe Company LLC
Trademark Summary by Country**

Country	Mark	Class	Status	Filed Date	Serial No.	Reg. Date	Reg. No.
Australia	SAMUEL HUBBARD	18, 25, 35	Registered (Madrid REP)	10/17/2013	1182303	10/17/2013	1182303
Canada	SAMUEL HUBBARD		Registered	10/08/2013	1646838	03/26/2018	TMA993,219
China	SAMUEL HUBBARD	18, 25	Registered (Madrid REP)	10/17/2013	1182303	10/17/2013	G1182303
European Union *	SAMUEL HUBBARD	18, 25, 35	Registered	10/02/2013	012191276	10/02/2013	012191276
Hong Kong	SAMUEL HUBBARD	25	Registered	08/04/2016	303859336	08/04/2016	303859336
India	SAMUEL HUBBARD	18, 25, 35	Registered (Madrid REP)	10/17/2013	3/11/2014	10/17/2013	1182303
Indonesia	SAMUEL HUBBARD	25	Pending (Published)	08/08/2016	D00 2016 036849		
Israel	SAMUEL HUBBARD	18, 25, 35	Registered (Madrid REP)	09/09/2014	1182303	10/17/2013	1182303
Italy	SAMUEL HUBBARD	18, 25, 35	Registered (Madrid REP)	10/17/2013	1182303	10/17/2013	1182303
Japan	SAMUEL HUBBARD	18, 25, 35	Registered (Madrid REP)	10/17/2013	1182303	10/17/2013	1182303
Madrid System	SAMUEL HUBBARD	18, 25, 35	Registered (REPs Pending)	10/17/2013	1182303	10/17/2013	1182303
Mexico	SAMUEL HUBBARD	18, 25, 35	Registered (Madrid REP)	10/17/2013	1182303	10/17/2013	1182303
Monaco	SAMUEL HUBBARD	18, 25, 35	Registered (Madrid REP)	10/17/2013	1182303	10/17/2013	1182303
New Zealand	SAMUEL HUBBARD	18, 25, 35	Registered (Madrid REP)	10/17/2013	1182303	10/17/2013	1182303
Norway	SAMUEL HUBBARD	18, 25, 35	Registered (Madrid REP)	10/17/2013	1182303	10/17/2013	1182303
Philippines	SAMUEL HUBBARD	25	Registered (Madrid REP)	04/06/2016	1182303	04/06/2016	1182303
Portugal	SAMUEL HUBBARD	18, 25, 35	Registered (Madrid REP)	10/17/2013	1182303	10/17/2013	1182303
Russia	SAMUEL HUBBARD	25	Registered (Madrid REP)	04/06/2016	1182303	04/06/2016	1182303
Saudi Arabia	SAMUEL HUBBARD	25	Registered	08/18/2016	1437025448	08/18/2016	1437025448
Singapore	SAMUEL HUBBARD	25	Registered (Madrid REP)	04/06/2016	1182303	04/06/2016	1182303
South Africa	SAMUEL HUBBARD	25	Pending (Published)	08/04/2016	2016/21847		

Country	Mark	Class	Status	Filed Date	Serial No.	Reg. Date	Reg. No.
South Korea	SAMUEL HUBBARD	25	Registered (Madrid REP)	10/17/2013	1182303	10/17/2013	1182303
Switzerland	SAMUEL HUBBARD	18, 25, 35	Registered (Madrid REP)	10/17/2013	1182303	10/17/2013	1182303
Taiwan	SAMUEL HUBBARD	25	Registered (Madrid REP)	08/03/2016	105045324	03/01/2017	01826786
Turkey	SAMUEL HUBBARD	25	Registered (Madrid REP)	04/06/2016	1182303	10/17/2013	1182303
United States	HUBBARD (and Yellow Dot) HUBBARD	25	Pending	12/20/2017	877/27,902		
United States	HUBBARD DREAMS	25	Pending	03/15/2019	88/342,315		
United States	SAMUEL HUBBARD	25	Registered	09/27/2013	86/975,910	06/16/2015	4,756,094
United States	SAMUEL HUBBARD	35	Registered	09/27/2013	86/979,451	08/09/2016	5,019,368
United States	HUBBARD	18	DEAD	07/24/13	86019217		
United States	HUBBARD	25	DEAD	07/24/13	86019220		
United States	HUBBARD	35	DEAD	07/24/13	86019224		
United States	SAMUEL HUBBARD	18, 25	DEAD	09/27/2013	86076782		
United States	DREAMS	25	DEAD	03/15/2019	88342347		
Vietnam	SAMUEL HUBBARD	18, 25, 35	Registered (Madrid REP)	10/17/2013	1182303	10/17/2013	1182303

*The European Union Trademark currently covers the 28 member countries of the EU: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.

Note: The EU does NOT cover Norway and Switzerland.

PATENTS

None

Exhibit 1 - 3

{00406620.DOCX; 1}

TRADEMARK
REEL: 006863 FRAME: 0494

COPYRIGHTS

None

Exhibit 1 - 4

{00406620.DOCX; 1}

RECORDED: 02/13/2020

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REEL: 006863 FRAME: 0495**