

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709060

| | | | |
|-----------------------------------|---|-----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ING SOURCE, LLC | | 02/09/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. | | |
| Street Address: | 2001 Ross Ave., Suite 2800 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 23 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86899068 | PERFORM UNDER PRESSURE | |
| Serial Number: | 85980046 | ORTHOSLEEVE | |
| Serial Number: | 85809017 | ORTHOSLEEVE | |
| Serial Number: | 86021087 | COMPRESSION ZONE TECHNOLOGY | |
| Serial Number: | 86198181 | FOOT GYM | |
| Serial Number: | 86322712 | OS1ST | |
| Serial Number: | 86442946 | WS6 | |
| Serial Number: | 86586852 | OROLLER | |
| Serial Number: | 86745490 | AF 7 | |
| Serial Number: | 85603427 | FS 6 | |
| Serial Number: | 87004359 | K-ZONE | |
| Serial Number: | 87004378 | KZT | |
| Serial Number: | 87044743 | KS 7 | |
| Serial Number: | 87053897 | QS4 | |
| Serial Number: | 87214902 | DS 6 | |
| Serial Number: | 87659070 | | |
| Serial Number: | 87753773 | BASE LAYER BRACING | |
| Serial Number: | 87753751 | BR4 | |
| Serial Number: | 87753763 | SOCKS WITH PURPOSE | |

CH \$590.00 86899068

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 88637835 | THIN AIR |
| Serial Number: | 86117725 | KS6 |
| Serial Number: | 86117735 | PS3 |
| Serial Number: | 86117743 | ES3 |

CORRESPONDENCE DATA

Fax Number:

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: 1404215366413664
Email: afasolino@kslaw.com
Correspondent Name: Anthony Fasolino
Address Line 1: 1180 Peachtree St NE
Address Line 4: Atlanta, GEORGIA 30309

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | Anthony Fasolino |
| SIGNATURE: | /Anthony Fasolino/ |
| DATE SIGNED: | 02/17/2022 |

Total Attachments: 8

- source=ING Source Joinder - Trademark Security Agreement [Executed-GS]#page1.tif
- source=ING Source Joinder - Trademark Security Agreement [Executed-GS]#page2.tif
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 9, 2022, (this “**Agreement**”) by **ING SOURCE, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of December 10, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by that certain Counterpart Agreement, dated as of the date hereof, the “**Credit Agreement**”), by and among **GOOD FEET WORLDWIDE LLC**, a Delaware limited liability company (“**Good Feet**”), **DR.’S OWN, LLC**, a Delaware limited liability company (“**Dr.’s Own**”; together with Good Feet, each a “**Company**” and together the “**Companies**”), **GOOD FEET HOLDINGS, LLC**, a Delaware limited liability company (“**Holdings**”), certain Subsidiaries of Company, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent, Collateral Agent and Lead Arranger, the Lenders have agreed to make certain Loans to the Company;

WHEREAS, Administrative Agent and Lenders have made Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge Supplement, dated as of the date hereof, which modifies that certain Pledge and Security Agreement dated as of December 10, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral 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.
4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

[Remainder of Page Intentionally Left Blank]

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

ING SOURCE, LLC

DocuSigned by:
By: Richard Moore
Name: Richard Moore
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as the Collateral Agent

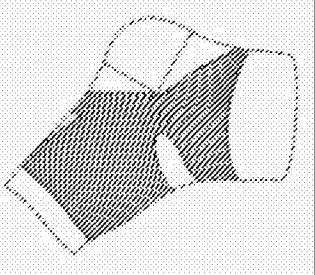
By: 
Name: Justin Betzen
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

Schedule I

| Company | Country | Title/Mark | Serial No. | Filing Date | Reg. No. | Issue Date | Status |
|-----------------|----------------|-----------------------------|-------------------|--------------------|-----------------|-------------------|---------------|
| ING Source, LLC | United States | PERFORM UNDER PRESSURE | 86899068 | 02/05/2016 | 5,040,917 | 09/13/2016 | Registered |
| ING Source, LLC | United States | ORTHO-SLEEVE | 85980046 | 11/05/2013 | 4,430,086 | 11/05/2013 | Registered |
| ING Source, LLC | United States | ORTHO-SLEEVE | 85809017 | 12/21/12 | 4,507,183 | 04/1/2014 | Registered |
| ING Source, LLC | United States | COMPRESSION ZONE TECHNOLOGY | 86021087 | 07/26/2013 | 4,630,803 | 11/04/2014 | Registered |
| ING Source, LLC | United States | FOOT GYM | 86198181 | 02/19/2014 | 4,701,246 | 03/10/2015 | Registered |
| ING Source, LLC | United States | OSIST | 86322712 | 06/27/2014 | 4,832,966 | 10/13/2015 | Registered |
| ING Source, LLC | United States | WS6 | 86442946 | 11/03/2014 | 4,882,820 | 01/05/2016 | Registered |
| ING Source, LLC | United States | OROLLER | 86586852 | 04/03/2015 | 5,129,640 | 01/24/2017 | Registered |

| Company | Country | Title/Mark | Serial No. | Filing Date | Reg. No. | Issue Date | Status |
|-----------------|---------------|---|------------|-------------|-----------|------------|------------|
| ING Source, LLC | United States | AF 7 Trademark Registration | 86745490 | 09/02/2015 | 5,110,803 | 12/27/2016 | Registered |
| ING Source, LLC | United States | FS 6 Trademark Registration | 85603427 | 04/20/2012 | 4,307,966 | 03/26/2013 | Registered |
| ING Source, LLC | United States | K-ZONE Trademark Registration | 87004359 | 04/18/2016 | 5,097,444 | 12/06/2016 | Registered |
| ING Source, LLC | United States | KZT Trademark Registration | 87004378 | 04/18/2016 | 5,192,810 | 04/25/2017 | Registered |
| ING Source, LLC | United States | KS 7 Trademark Registration | 87044743 | 05/20/2016 | 5,122,842 | 01/17/2017 | Registered |
| ING Source, LLC | United States | QS4 Trademark Registration | 87053897 | 05/30/2016 | 5,114,569 | 01/03/2017 | Registered |
| ING Source, LLC | United States | DS6 Trademark Registration | 87214902 | 10/25/2016 | 5,371,261 | 01/02/2018 | Registered |
| ING Source, LLC | United States | Foot Sleeve Trade Dress Trademark Registration | 87659070 | 10/25/2017 | 5,603,493 | 11/06/2018 | Registered |

| Company | Country | Title/Mark | Serial No. | Filing Date | Reg. No. | Issue Date | Status |
|-----------------|---------------|---|------------|-------------|-----------|------------|------------|
| | |  | | | | | |
| ING Source, LLC | United States | BASE LAYER BRACING SUPPLEMENTAL | 87753773 | 01/12/2018 | 5,526,603 | 07/24/2018 | Registered |
| ING Source, LLC | United States | BR4 | 87753751 | 01/12/2018 | 5,704,683 | 03/19/2019 | Registered |
| ING Source, LLC | United States | SOCKS WITH PURPOSE | 87753763 | 01/12/2018 | 5,704,684 | 03/19/2019 | Registered |
| ING Source, LLC | United States | THIN AIR | 88637835 | 10/1/19 | 6,082,012 | 06/16/2020 | Registered |
| ING Source, LLC | United States | KS6 | 86117725 | 11/13/13 | 4782676 | 7/28/15 | Registered |
| ING Source, LLC | United States | PS3 | 86117735 | 11/13/13 | 4728557 | 4/28/15 | Registered |

| Company | Country | Title/Mark | Serial No. | Filing Date | Reg. No. | Issue Date | Status |
|-----------------|---|------------|------------|-------------|----------|------------|------------|
| ING Source, LLC | United States Trademark Application | ES3 | 86117743 | 11/13/13 | 4728558 | 4/28/15 | Registered |

TRADEMARK

REEL: 007637 FRAME: 0568

RECORDED: 02/17/2022