

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2879857

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ABG-SLG, LLC	05/27/2014
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	ONE INDEPENDENCE CENTER 101 N. TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D429063
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>	
Email:	marina.kelly@thomsonreuters.com
Correspondent Name:	ELAINE CARRERA, LEGAL ASSISTANT
Address Line 1:	80 PINE STREET
Address Line 2:	C/O CAHILL GORDON & REINDEL LLP
Address Line 4:	NEW YORK, NEW YORK 10005
NAME OF SUBMITTER:	ELAINE CARRERA, LEGAL ASSISTANT
SIGNATURE:	/Marina Kelly Thomson Reuters/
DATE SIGNED:	06/02/2014
Total Attachments: 6	
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SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Patent Security Agreement**”), dated as of May 27, 2014, is made by ABG-SLG, LLC (the “**Grantor**”) in favor of Bank of America, N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement dated as of May 27, 2014, among the Grantor, the other grantors party thereto and the Collateral Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Patents, including the patents and patent applications set forth on Schedule A attached hereto (the “**Patent Collateral**”); provided that “Patent Collateral” shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Patent 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. Delivery of an executed signature page to this Patent Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.

SECTION 6. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Patent 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. In the event that any provision of this Patent Security

Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned have executed this Patent Security Agreement as of the date first above written.

ABG-SLG, LLC, Grantor

By: 

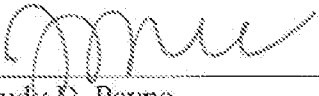
Name: Kevin Clarke

Title: Secretary and Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT]

PATENT
REEL: 033073 FRAME: 0990

BANK OF AMERICA, N.A., as Collateral
Agent

By: 
Name: Judy D. Payne
Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT]

PATENT
REEL: 033073 FRAME: 0991

SCHEDULE A

Title	Application No.	Filing Date	Patent No.	Issue Date
INSOLE FOR FOOTWEAR	29/112,872	10/25/1999	D429,063	08/08/2000