

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2890387

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
AEROGROUP INTERNATIONAL HOLDINGS LLC	06/09/2014

RECEIVING PARTY DATA

Name:	THL CORPORATE FINANCE, INC., AS AGENT
Street Address:	100 FEDERAL STREET, 31ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110

PROPERTY NUMBERS Total: 44

Property Type	Number
Patent Number:	D427758
Patent Number:	D503847
Patent Number:	D513358
Patent Number:	D583136
Patent Number:	D575039
Patent Number:	D535462
Patent Number:	D535087
Patent Number:	D566932
Patent Number:	D534344
Patent Number:	D556431
Patent Number:	D533991
Patent Number:	D553335
Patent Number:	D556437
Patent Number:	D542513
Patent Number:	D542514
Patent Number:	D545034
Patent Number:	D542515
Patent Number:	D611692
Patent Number:	D627143
Patent Number:	D614839
Patent Number:	D630421

PATENT

Property Type	Number
Patent Number:	D634525
Patent Number:	D659960
Patent Number:	D635341
Patent Number:	D665565
Patent Number:	D665979
Patent Number:	D637381
Patent Number:	D677867
Patent Number:	D487618
Patent Number:	D501293
Patent Number:	D503521
Patent Number:	D508306
Patent Number:	7797779
Patent Number:	8510972
Application Number:	29444793
Application Number:	29465305
Application Number:	29479240
Application Number:	29479242
Application Number:	29479243
Application Number:	29477843
Application Number:	29377556
Application Number:	29477562
Application Number:	29481279
Application Number:	29481337

CORRESPONDENCE DATA

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Address Line 1: PROSKAUER ROSE LLP
Address Line 2: ONE INTERNATIONAL PLACE
Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	73675/071
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	06/09/2014

Total Attachments: 5
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GRANT OF SECURITY INTEREST IN PATENTS

June 9, 2014

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, this Grant Of Security Interest In Patents (this "Grant") is made by Aerogroup International Holdings LLC, having an office at 201 Meadow Road, Edison, NJ 08817 (the "Grantor") to THL Corporate Finance, Inc., having an office at 100 Federal Street, 31st Floor Boston, MA 02110, in its capacity as agent for the Credit Parties (in such capacity and together with any successors in such capacities, the "Agent").

This Grant has been entered into in conjunction with that certain Security Agreement, by and among the Grantor, the other grantors party thereto and the Agent dated as of the date hereof (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Security Agreement"). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Agent, its successors and assigns, for its benefit and for the benefit of the Credit Parties, a security interest in all of the Grantor's right, title and interest in, to and under the Patents, including any patent applications set forth on Schedule A attached hereto (collectively, the "Patent Collateral") (except as such may be considered Excluded Property).

The rights and remedies of the Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The Grantor authorizes and requests that the Commissioner for Patents record this Grant with the U.S. Patent and Trademark Office.

This Grant shall terminate and the security interest in the Patent Collateral shall be released in accordance with the terms and provisions of the Security Agreement.

This Grant 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 Grant by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Grant.

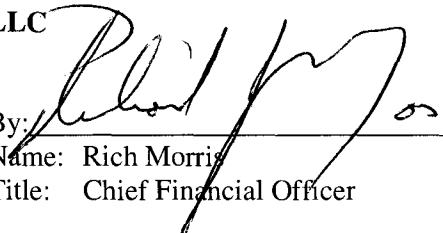
This Grant shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law (other than any mandatory provisions of law relating to the law governing perfection and the effect of perfection on the security interest and applicable federal laws pertaining to patents).

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Grant of Security Interest in Patents to be duly executed and delivered by their duly authorized officers as of the date first above written.

GRANTOR:

**AEROGROUP INTERNATIONAL HOLDINGS
LLC**

By: 
Name: Rich Morris
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Patents]

**PATENT
REEL: 033107 FRAME: 0078**

GRANTEE:

THL CORPORATE FINANCE, INC., as Agent

By: 

Name: Christopher J. Flynn

Title: Co-President

[Signature Page to Grant of Security Interest in Patents]

PATENT
REEL: 033107 FRAME: 0079

SCHEDULE A

Registered Patents:

Title	Patent No.	Date of Filing
Surface Ornamentation for a Shoe Sole	D427,758	11/19/1996
Design for a Sole	2,002,249	11/7/1989
Wrapped Demi Heel Shoe Sole	D503,847	12/17/2003
Shoe Sock	D513,358	6/7/2004
Side Curve of a Shoe	D583,136	3/22/2005
Flat Bottom Side Sole	D575,039	3/22/2005
Spin Shoe Sole Design	D535,462	4/21/2005
Bend Shoe Sole Design	D535,087	4/29/2005
Shoe Sole	D566,932	4/7/2005
Blind Shoe Seam	D534,344	4/7/2005
Shoe Sole	D556,431	4/7/2005
Close Shoe Seam Design	D533,991	4/7/2005
Shoe ventilation system	D553,335	11/30/2005
Wrap Around Upper Shoe Design	D556,437	10/6/2005
Frill Shoe Bottom Design	D542,513	10/6/2005
Stock Wedge Shoe	D542,514	10/28/2005
Stock Wedge Foot Bed Design	D545,034	10/28/2005
Periphery	D542,515	11/30/2005
Deep Groove Shoe Sole	D611,692	2/4/2008
Shoe Sole	D627,143	2/18/2009
Shoe Sole	D614,839	6/8/2009
Shoe Sole	D630,421	3/2/2010
Shoe Sole	D634,525	3/25/2010
Shoe Sole	D659,960	8/20/2010
Shoe Sole	D635,341	8/20/2010
Shoe Sole	D665,565	9/3/2010
Shoe Sole	D665,979	10/21/2010
Shoe Sole	D637,381	12/3/2010
Shoe Sole	D677,867	12/14/2010
Shoe Sole	D487,618	4/30/2003
Full Wrap Shoe Sole	D501,293	12/17/2003
Wrapped Edge Shoe	D503,521	12/17/2003
Side Element of a Shoe Upper	D508,306	8/5/2004
Semi-Bed Shoe Construction Method	7,797,779	6/5/2007

Schedule B to Grant of Security Interest in Patents

Title	Patent No.	Date of Filing
Improved Shoe Last and Method	8,510,972	7/15/2008

Patent Applications:

U.S. Patent Serial No.	Filing Date	Title
29/444,793	2/4/2013	Shoe Sole
29/465,305	8/27/2013	Shoe Sole
29/479,240	1/14/2014	Shoe Sole
29/479,242	1/14/2014	Shoe Sole
29/479,243	1/14/2014	Shoe Sole
29/477,843	12/27/2013	Shoe Sole
29/377,556	12/23/2013	Shoe Sole
29/477,562	12/23/2013	Shoe Sole
29/481,279	2/4/2014	Shoe Sole
29/481,337	2/4/2014	Shoe Sole

Schedule B to Grant of Security Interest in Patents

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RECORDED: 06/09/2014

**PATENT
REEL: 033107 FRAME: 0081**