

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3006778

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
R. G. BARRY CORPORATION	09/03/2014

RECEIVING PARTY DATA

Name:	GCI CAPITAL MARKETS LLC, AS FIRST LIEN AGENT
Street Address:	C/O GOLUB CAPITAL INCORPORATED, 666 FIFTH AVE., 18TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10103

PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	D485664
Patent Number:	D485666
Patent Number:	D490970
Patent Number:	D520221
Patent Number:	D570679
Patent Number:	D485665
Patent Number:	D603152
Patent Number:	D612589
Patent Number:	D619792
Patent Number:	D667202
Patent Number:	D488617
Patent Number:	D488616
Patent Number:	D395541
Patent Number:	D421829
Patent Number:	D426052
Patent Number:	D471346
Patent Number:	5012541
Patent Number:	6560900
Patent Number:	D457714
Patent Number:	6990754
Patent Number:	7331125

PATENT

Property Type	Number
Patent Number:	7805858
Patent Number:	6931763
Patent Number:	D347518
Patent Number:	D425690
Patent Number:	D418281
Patent Number:	D418171
Patent Number:	D415606
Patent Number:	5491860
Patent Number:	5392532

CORRESPONDENCE DATA

Fax Number: (312)577-4565

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: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: KRISTIN BROZOVIC C/O KATTEN

Address Line 1: 525 W MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 337968-114

NAME OF SUBMITTER: KRISTIN BROZOVIC

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 09/03/2014

Total Attachments: 6

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIENS GRANTED TO FIRST LIEN AGENT (AS DEFINED HEREIN) IN THE COLLATERAL PURSUANT TO THIS AGREEMENT AND THE EXERCISE, AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, OF ANY RIGHT OR REMEDY BY FIRST LIEN AGENT OR ANY LENDER WITH RESPECT TO CERTAIN OF THE COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 2, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND AMONG GCI CAPITAL MARKETS LLC, AS FIRST LIEN TERM LOAN AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) AND SECOND LIEN TERM LOAN AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AND PNC BANK, NATIONAL ASSOCIATION, AS REVOLVING AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT).

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT ("Agreement"), dated as of September 3, 2014 by and between **R. G. BARRY CORPORATION**, an Ohio corporation (as successor by merger to MRVK Merger Co., an Ohio corporation, "Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent for certain secured parties ("First Lien Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, First Lien Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and First Lien Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to First Lien Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Patents of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to First Lien Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to First Lien Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Patents, including, without limitation, the Patents set forth on Schedule A hereto, and all proceeds and products thereof.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to First Lien Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of First Lien Agent with respect to the security interest in the Patents and related 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. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Pages Follow]

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

R. G. BARRY CORPORATION, as successor
by merger to MRVK Merger Co.

By: 
Name: JOSE G. BARRED
Title: SVP - Finance + CFO

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as First Lien Agent

By: GCI Advisors LLC, its sole member

By: 

Name: Marc C. Robinson

Title: Managing Director

Schedule A

1. Registered Patents and Patent Applications

PATENT	U.S. FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
CLOSED BACK SLIPPER WITH CONTOURED FOOTBED	D485664	1/27/2004
CLOSED TOE SLIPPER WITH CONTOURED FOOTBED	D485666	1/27/2004
CONTOURED FOOTBED	D490970	6/8/2004
CONTOURED FOOTBED	D520221	5/9/2006
FOOTWEAR HANGER DISPLAY ARRANGEMENT	D570679	6/10/2008
OPEN TOE SLIPPER WITH CONTOURED FOOTBED	D485665	1/27/2004
PAIR OF SLIPPERS	D603152	11/3/2009
PAIR OF SLIPPERS	D612589	3/30/2010
PAIR OF SLIPPERS	D619792	7/20/2010
PAIR OF SLIPPERS	D667202	9/18/2012
PORTION OF A SLIPPER	D488617	4/20/2004
PORTION OF A SLIPPER	D488616	4/20/2004
SLIPPER	D395541	6/30/1998
SLIPPER	D421829	3/28/2000
SLIPPER	D426052	6/6/2000
SLIPPER	D471346	3/11/2003
SLIPPER & METHOD OF MAKING SAME	5012541	5/7/1991
SLIPPER AND METHOD FOR MANUFACTURING SLIPPER	6560900	5/13/2003
SLIPPER DESIGN	D457714	5/28/2002
SLIPPER INSOLE, SLIPPER, AND METHOD FOR MANUFACTURING A SLIPPER	6990754	1/31/2006
SLIPPER INSOLE, SLIPPER, AND METHOD FOR MANUFACTURING A SLIPPER	7331125	2/19/2008

SLIPPER INSOLE, SLIPPER, AND METHOD FOR MANUFACTURING A SLIPPER	7805858	10/5/2010
SLIPPER INSOLE, SLIPPER, AND METHOD FOR MANUFACTURING A SLIPPER	6931763	4/23/2005
SLIPPER SOCK	D347518	6/7/1994
SLIPPER SOLE	D425690	5/30/2000
OPEN TOE SLIPPER	D418281	1/4/2000
DISPLAY CLIP	D418171	12/28/2009
MOLDED SLIPPER	D415606	10/26/1999
METHOD OF CONSTRUCTING A SLIPPER	5491860	2/20/1996
SLIPPER HAVING AN INSOLE ATTACHED TO A PERIPHERAL OUTSOLE WALL	5392532	2/28/1995