

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3014293

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

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

<b>ATTORNEY DOCKET NUMBER:</b>	337968-114
<b>NAME OF SUBMITTER:</b>	KRISTIN BROZOVIC
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	09/09/2014

**Total Attachments: 6**  
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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF (I) THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 2, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "FIRST LIEN INTERCREDITOR AGREEMENT"), BY AND BETWEEN GCI CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT FOR THE LENDERS UNDER THE FIRST LIEN TERM LOAN DOCUMENTS (IN SUCH CAPACITY, "FIRST LIEN AGENT") AND AS ADMINISTRATIVE AGENT FOR THE LENDERS UNDER THE SECOND LIEN TERM LOAN DOCUMENTS (IN SUCH CAPACITY, "SECOND LIEN AGENT") AND (II) THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 2, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "ABL INTERCREDITOR AGREEMENT"; THE ABL INTERCREDITOR AGREEMENT AND FIRST LIEN INTERCREDITOR AGREEMENT EACH INDIVIDUALLY, AN "INTERCREDITOR AGREEMENT"), BY AND AMONG FIRST LIEN AGENT, SECOND LIEN AGENT AND PNC BANK, NATIONAL ASSOCIATION, AS REVOLVING AGENT (AS DEFINED IN THE ABL INTERCREDITOR AGREEMENT).

### **SECOND LIEN PATENT SECURITY AGREEMENT**

SECOND LIEN 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 ("Second Lien Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Second 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 Second Lien Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Second 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 Second 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 Second 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 Second Lien Agent, for the benefit of the Secured Parties, a continuing first priority (subject to Permitted Encumbrances) 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 Second Lien Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Second 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:

Title:

  
Jose G. Barra  
SVP - Finance + CFO

ACCEPTED AND ACKNOWLEDGED BY:

**GCI CAPITAL MARKETS LLC,**  
as Second Lien Agent

By: GC 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