

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3590564

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
SHOES FOR CREWS, LLC	10/27/2015

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167

PROPERTY NUMBERS Total: 34

Property Type	Number
Patent Number:	D530067
Patent Number:	D511881
Patent Number:	D530895
Patent Number:	D529696
Patent Number:	D530894
Patent Number:	D529695
Patent Number:	D529694
Patent Number:	D514287
Patent Number:	D542017
Patent Number:	D511889
Patent Number:	D591096
Patent Number:	D596889
Patent Number:	D601842
Patent Number:	D611691
Patent Number:	D610762
Patent Number:	8096012
Patent Number:	D632467
Patent Number:	D602725
Patent Number:	D666860
Patent Number:	D611749

PATENT

Property Type	Number
Patent Number:	8850718
Patent Number:	8567094
Patent Number:	D639539
Patent Number:	8322050
Patent Number:	D664748
Patent Number:	9144265
Patent Number:	D691362
Patent Number:	D675408
Patent Number:	D669664
Patent Number:	D677039
Patent Number:	D699932
Patent Number:	D728913
Application Number:	29465922
Application Number:	14080123

CORRESPONDENCE DATA

Fax Number: (212)969-2900
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: 212-969-3000
Email: trademark@proskauer.com
Correspondent Name: ADAM D. SIEGARTEL
Address Line 1: PROSKAUER ROSE LLP
Address Line 2: ELEVEN TIMES SQUARE
Address Line 4: NEW YORK, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-183
NAME OF SUBMITTER:	ADAM D. SIEGARTEL
SIGNATURE:	/Adam D. Siegartel/
DATE SIGNED:	10/28/2015

Total Attachments: 8
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SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT is entered into as of October 27, 2015 (this “**Agreement**”), among SHOES FOR CREWS, LLC, a Florida limited liability company (the “**Grantor**”) and Ares Capital Corporation (“**Ares**”), as collateral agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of October 27, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement dated as of October 27, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among, SHO Holding I Corporation, a Delaware corporation, Never Slip Holdings, Inc., a Delaware corporation, the Lenders from time to time party thereto (the “**Lenders**”) and Ares, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Patent Collateral**”):

- A. all Patents, including those issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the right to sue third parties for past, present and future infringements of any Patent and pending applications; and
- C. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SHOES FOR CREWS, LLC, as Grantor

By: SFC HOLDINGS, LLC, its member

By: SHO HOLDING II CORPORATION, its
managing member

By: 

Name: William Wolz

Title: Chief Financial Officer

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (SECOND LIEN)

PATENT
REEL: 036988 FRAME: 0484

ARES CAPITAL CORPORATION,
as Administrative Agent

By: _____








Name:



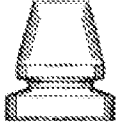

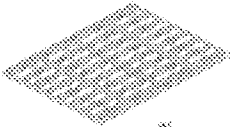
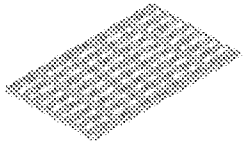
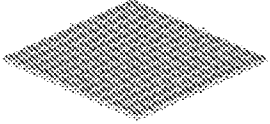
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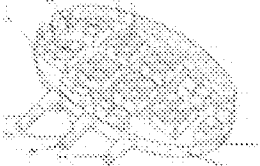
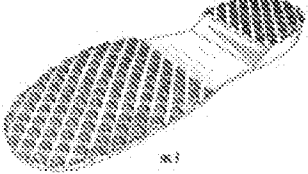
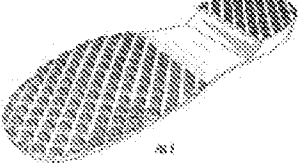
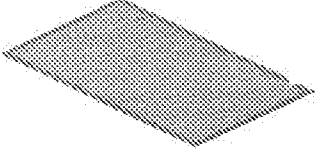
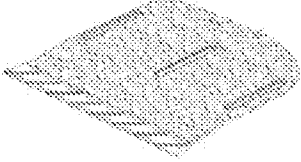
Mitchell Goldstein
Authorized Signatory


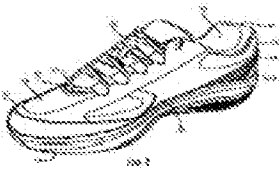
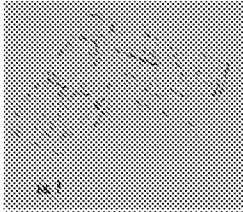
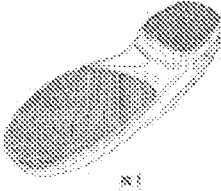
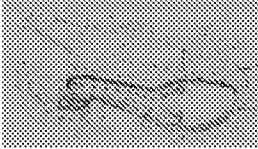
SCHEDULE I

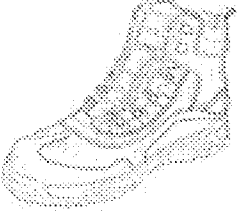
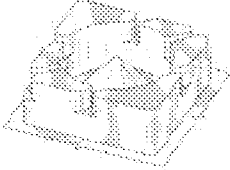
PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
Shoes for Crews, LLC	D530,067	 Slip resistant sole
Shoes for Crews, LLC	D511,881	 Slip resistant sole
Shoes for Crews, LLC	D530,895	 Slip resistant sole
Shoes for Crews, LLC	D529,696	 Slip resistant sole
Shoes for Crews, LLC	D530,894	 Slip resistant sole
Shews for Crews, LLC	D529,695	 Slip resistant sole
Shoes for Crews, LLC	D529,694	 Slip resistant sole

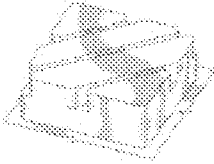

Shoes for Crews, LLC	D514,287	 Slip resistant sole
Shews for Crews, LLC	D542,017	 Slip resistant sole
Shoes for Crews, LLC	D511,889	 Slip resistant crutch tip
Shews for Crews, LLC	D591,096	 Slip resistant floor mat
Shoes for Crews, LLC	D596,889	 Slip resistant floor mat
Shoes for Crews, LLC	D601842	 Slip-resistant floor mat
Shoes for Crews, LLC	D611,691	 Slip-resistant outsole tread pattern

Shoes for Crews, LLC	D610,762	 Shoe sole grid cleaner
Shoes for Crews, LLC	8,096,012	 Outsole grid cleaner
Shoes for Crews, LLC	D632,467	 Boot tread
Shoes for Crews, LLC	D602,725	 Floor mat tread
Shoes for Crews, LLC	D666,860	 Hydrodynamic Floor Mat
Shoes for Crews, LLC	D611749	 Slip-Resistant Floor Mat

Shoes for Crews, LLC	8,850,718	 <p>Shoe With Support System</p>
Shoes for Crews, LLC	8,567,094	 <p>Shoe Construction Having a Rocker Shaped Bottom and Integral Stabilizer</p>
Shoes for Crews, LLC	D639,539	 <p>Shoe Tread</p>
Shoes for Crews, LLC	8,322,050	Outsole Tread Pattern
Shoes for Crews, LLC	D664,748	 <p>Clog Shoe with Air Cushion</p>
Shoes for Crews, LLC	9,144,265	 <p>Shoe With Support System</p>
Shoes for Crews, LLC	D691,362	Footwear Upper

Shoes for Crews, LLC	D675,408	Footwear Top Line
Shoes for Crews, LLC	D669,664	Footwear Upper
Shoes for Crews, LLC	D677,039	Footwear
Shoes For Crews, LLC	D699,932	 Footwear Upper
Shoes for Crews, LLC	D728,913	 Footwear Tread

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
[Not Available] ¹	29/465,922	 Footwear Tread
Shoes for Crews, LLC	14/080,123	 Outside Tread Pattern

¹ Will be available publically once the pending application is published.