

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3770985

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	IP HOLDINGS LLC	03/07/2016
RECEIVING PARTY DATA		
Name:	CORTLAND CAPITAL MARKET SERVICES LLC	
Street Address:	225 W. WASHINGTON STREET, 21ST FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D460852
CORRESPONDENCE DATA		
Fax Number:	(312)862-2200	
<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>		
Phone:	312-862-6371	
Email:	renee.prescan@kirkland.com	
Correspondent Name:	RENEE PRESCAN	
Address Line 1:	300 NORTH LASALLE STREET	
Address Line 2:	KIRKLAND & ELLIS LLP	
Address Line 4:	CHICAGO, ILLINOIS 60654	
ATTORNEY DOCKET NUMBER:	41152-71 RMP	
NAME OF SUBMITTER:	RENEE M. PRESCAN	
SIGNATURE:	/Renee M. Prescan/	
DATE SIGNED:	03/07/2016	
Total Attachments: 5		
source=ESCROW - Iconix - IPSA - Patent Security Agt - IP Holdings (Mar-07-16)_(40028773_1)#page1.tif		
source=ESCROW - Iconix - IPSA - Patent Security Agt - IP Holdings (Mar-07-16)_(40028773_1)#page2.tif		
source=ESCROW - Iconix - IPSA - Patent Security Agt - IP Holdings (Mar-07-16)_(40028773_1)#page3.tif		
source=ESCROW - Iconix - IPSA - Patent Security Agt - IP Holdings (Mar-07-16)_(40028773_1)#page4.tif		
source=ESCROW - Iconix - IPSA - Patent Security Agt - IP Holdings (Mar-07-16)_(40028773_1)#page5.tif		

CONFIRMATORY PATENT SECURITY AGREEMENT

THIS CONFIRMATORY PATENT SECURITY AGREEMENT (the “**Agreement**”), effective as of March 7, 2016, is granted by **IP HOLDINGS LLC**, a Delaware limited liability company (“**Grantor**”) to **CORTLAND CAPITAL MARKET SERVICES LLC**, a Delaware limited liability company (the “**Collateral Agent**”).

WHEREAS, the Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below);

WHEREAS, the Grantor is party to a Security Agreement dated as of March 7, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located other than Excluded Property (collectively, the “**Patent Collateral**”):

(i) all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor (including the patents and patent applications set forth on Schedule A annexed hereto) and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof (collectively, the “**Patents**”);

(ii) all proceeds, products, rents and profits of or from any and all of the Patents and, to the extent not constituting Excluded Property, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the Patents; and

(iii) the right to sue for any past, present and future infringement of any of the Patents.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement

is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

IP HOLDINGS LLC

By: 

Name: Jason Schaefer

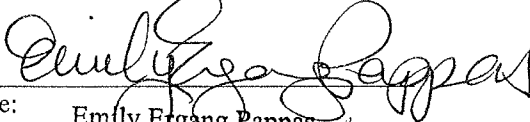
Title: Vice President

[Signature Page to Confirmatory Patent Security Agreement]

COLLATERAL AGENT:

ACCEPTED AND AGREED:

**CORTLAND CAPITAL MARKET SERVICES
LLC**, a Delaware limited liability company

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

[Signature Page to Confirmatory Patent Security Agreement]

**SCHEDULE A
TO
GRANT OF PATENT SECURITY AGREEMENT**

Patents Issued:

Registered Owner	Title	Patent No.	Application / Reg. No.
IP Holdings LLC	Bean bag shoe lower	D460852	7/30/2002

Patents Pending:

None