

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6143770

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HUNTER BOOT LIMITED	06/08/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PALL MALL SECONDARY AM S.À R.L.
<b>Street Address:</b>	42, RUE DE LA VALLÉE
<b>City:</b>	LUXEMBOURG
<b>State/Country:</b>	LUXEMBOURG
<b>Postal Code:</b>	L-2661
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D742118
<b>Patent Number:</b>	D750377
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(800)494-7512
<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>	
<b>Phone:</b>	202-370-4756
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<b>Correspondent Name:</b>	JAY DASILVA
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<b>Address Line 4:</b>	WASHINGTON, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	1229974 PAT JUNIOR
<b>NAME OF SUBMITTER:</b>	CHELSEA FISH
<b>SIGNATURE:</b>	/Chelsea Fish/
<b>DATE SIGNED:</b>	06/09/2020
<b>Total Attachments: 7</b>	
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**THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF JUNE 8, 2020 BETWEEN, AMONG OTHERS, WELLS FARGO CAPITAL FINANCE (UK) LIMITED ("SENIOR FACILITY AGENT") AND THE JUNIOR NOTES AGENT (AS DEFINED BELOW), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY HUNTER BOOT LIMITED AND/OR THE OTHER LOAN PARTIES PARTY THERETO PURSUANT TO THAT CERTAIN SENIOR FACILITY AGREEMENT DATED AS OF OCTOBER 19, 2017 AMONG HUNTER BOOT LIMITED, HUNTER BOOT US LLC, THE OTHER LOAN PARTIES PARTY THERETO, SENIOR FACILITY AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO AND THE OTHER ABL FINANCE DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) (THE "SENIOR FACILITY AGREEMENT"), AS SUCH SENIOR FACILITY AGREEMENT AND OTHER ABL FINANCE DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING OR REPLACING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.**

**THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO THE TERMS OF THAT CERTAIN SUBORDINATION DEED (AS MAY BE AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION DEED"), DATED AS OF JUNE 8, 2020, BETWEEN, AMONG OTHERS, THE SENIOR NOTES AGENT, THE JUNIOR NOTES AGENT, THE SENIOR NOTEHOLDERS AND THE JUNIOR NOTEHOLDERS, (EACH AS DEFINED HEREIN); AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION DEED; PROVIDED THAT, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION DEED WITH RESPECT TO THE PRIORITY OF ANY LIENS OR THE EXERCISE OF ANY RIGHTS OR REMEDIES, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.**

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 8th day of June, 2020, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **Pall Mall Secondary AM S.à r.l.**, a company incorporated in Luxembourg with company number B 219.684 (“PM Secondary”), in its capacity as security agent for the Junior Secured Parties under the Note Issuance Facility Agreement referred to below (in such capacity, together with its successors and assigns in such capacity, “Junior Notes Agent”).

### W I T N E S S E T H:

**WHEREAS**, Hunter Boot Limited, a company incorporated in Scotland with company number SC327869 (“Parent”) and PM Secondary, in its capacity as security agent for the Senior Secured Parties under the Note Issuance Facility Agreement (in such capacity, the “Senior Notes Agent”), among others, has entered into that certain Senior Loan Notes Instrument, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Senior Loan Notes Instrument”), in connection with the issuance of (i) its £9,000,000 secured loan notes (together with any Further Notes, as defined in the Senior Loan Notes Instrument, issued to holders of the same, the “THCP Senior Loan Notes”) to Hunter Newco S.à r.l., a company incorporated in Luxembourg with company number B221752 (“Hunter Newco”) and (ii) its £7,500,000 secured loan notes (together with any Further Notes, as defined in the Senior Loan Notes Instrument, issued to holders of the same, the “SCP Loan Notes” and, together with the THCP Senior Loan Notes, the “Senior Loan Notes”) to Searchlight WEL, L.P., a Guernsey limited partnership with registered number 3611 (“SCPLP” and, together with Hunter Newco, the “Senior Noteholders”);

**WHEREAS**, Wellington B Limited, a company incorporated in England and Wales with company number 07865038 (“Wellington B”) and the Junior Notes Agent, among others, have entered into that certain Junior Loan Notes Instrument, originally dated January 10, 2012 and as amended and restated on May 2, 2018 and as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Junior Loan Notes Instrument” and, together with the Senior Loan Notes Instrument, the “Loan Notes Instruments”), in connection with the issuance by Wellington B of its £25,000,000 secured loan notes (together with any Further Notes, as defined in the Junior Loan Notes Instrument, issued to holders of the same, the “TH Junior Loan Notes”) to Hunter Newco and its £8,333,333 secured loan notes (together with any Further Notes, as defined in the Junior Loan Notes Instrument, issued to holders of the same, the “Pentland Loan Notes” and, together with the TH Junior Loan Notes, the “Junior Loan Notes” and, together with the Senior Loan Notes, the “Loan Notes”) to Pentland Group Limited, a company incorporated in England and Wales with company number 00793577 (“Pentland” and, together with Hunter Newco, the “Junior Noteholders” and, together with the Senior Noteholders, the “Noteholders”). The Junior Loan Notes are fully guaranteed by Parent;

**WHEREAS**, in connection with the issuance of the Loan Notes pursuant to the Loan Note Instruments, the Noteholders, the Senior Notes Agent, and the Junior Notes Agent have entered into that certain Loan Note Issuance Facility Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the “Note Issuance Facility Agreement”) in respect of the Loan Notes and subject to the terms of the Intercreditor Agreement and the Subordination Deed;

**WHEREAS**, the Senior Noteholders are willing to enter into the Note Issuance Facility Agreement and the other Junior Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Junior Notes Agent, for the benefit of the Junior Secured Parties, that certain US Security Agreement, dated as of June 8, 2020 (including all annexes, exhibits or

schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “US Security Agreement”); and

**WHEREAS**, pursuant to the US Security Agreement, Grantors are required to execute and deliver to Junior Notes Agent, for the benefit of the Junior Secured Parties, this Patent Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the US Security Agreement or, if not defined therein, in the Note Issuance Facility Agreement and the Subordination Deed, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the US Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Junior Notes Agent, for the benefit of the Junior Secured Parties to secure the Junior Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its U.S. Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisional, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. **SECURITY FOR JUNIOR SECURED OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Junior Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Junior Secured Obligations and would be owed by Grantors, or any of them, to Junior Notes Agent, the Junior Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Junior Notes Agent, for the benefit of the Junior Secured Parties, pursuant to the US Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Junior Notes Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the US Security Agreement, the US Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing

patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Junior Notes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Junior Notes Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Junior Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

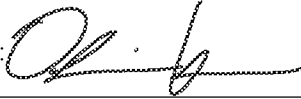
7. CHOICE OF LAW AND VENUE. JURY TRIAL WAIVER. AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE US SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR**

**HUNTER BOOT LIMITED**

By: 

\_\_\_\_\_  
Name: Oliver Haarmann

Title: Director

**ACCEPTED AND ACKNOWLEDGED BY:**

**JUNIOR NOTES AGENT:**

**PALL MALL SECONDARY AM S.À R.L.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR**

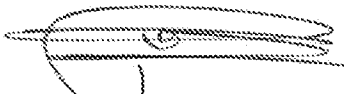
**HUNTER BOOT LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JUNIOR NOTES AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**



**PALL MALL SECONDARY AM S.À R.L.**

  
By: \_\_\_\_\_  
Name: BRUNO FISCHER  
Title: TITULAR



SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

**Patents**

<b>Title</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date / Application Date</b>	<b>Status</b>	<b>Owner</b>
Bag Base (Shallow) 	United States of America	D742,118	03/Nov/2015	Registered	Hunter Boot Limited
Bag Base (Deep) 	United States of America	D750,377	01/Mar/2016	Registered	Hunter Boot Limited