

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

EPAS ID: PAT6239430

<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>
DSW SHOE WAREHOUSE, INC.	08/07/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SIXTH STREET SPECIALTY LENDING, INC., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	2100 MCKINNEY AVENUE, SUITE 1500
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6948622
Patent Number:	7478732
Patent Number:	D478435
Patent Number:	D495172
Patent Number:	D509972
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)526-9899
<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>	6175269628
<b>Email:</b>	cslattery@proskauer.com
<b>Correspondent Name:</b>	CHRISTINE SLATTERY
<b>Address Line 1:</b>	PROSKAUER ROSE LLP
<b>Address Line 2:</b>	ONE INTERNATIONAL PLACE, 23RD FLOOR
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110
<b>ATTORNEY DOCKET NUMBER:</b>	74267 / 034
<b>NAME OF SUBMITTER:</b>	CHRISTINE SLATTERY
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	08/07/2020
<b>Total Attachments: 4</b>	

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source=DBI Assignment of Security Interest Patents#page4.tif

**ASSIGNMENT OF SECURITY INTEREST - PATENTS**

August 7, 2020

WHEREAS, **DSW Shoe Warehouse, Inc.** (the “**Assignor**”) holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office or Canadian Intellectual Property Office, as applicable (the “**Patents**”);

WHEREAS, the Assignor and certain of its Affiliates has entered into a U.S. Security Agreement, dated August 7, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Sixth Street Specialty Lending, Inc., as the Agent for itself and the other Secured Parties (as defined therein) (in such capacity, together with its successors and assigns, if any, the “**Assignee**”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee (on behalf of the Secured Parties) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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 that any provision of this assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

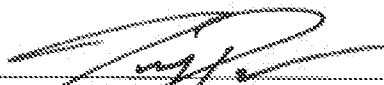
**THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.**

[Signatures Follow]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

DSW SHOE WAREHOUSE, INC.

By:

  
Name: Jared A. Poff  
Title: Executive Vice President

[Patent Security Agreement]

**ACCEPTED:**

**Sixth Street Specialty Lending, Inc., as Assignee**

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

Name: Robert (Bo) Stanley

Title: President

[Patent Security Agreement]

**PATENT**  
**REEL: 053427 FRAME: 0117**

SCHEDULE A TO ASSIGNMENT OF SECURITY INTEREST - PATENTS

<b>GRANTOR</b>	<b>REGISTRATION NUMBER</b>	<b>DESCRIPTION</b>
DSW Shoe Warehouse, Inc.	6948622	Modular Footwear Display and Storage System
DSW Shoe Warehouse, Inc.	7478732	Modular Footwear Display and Storage System and Method
DSW Shoe Warehouse, Inc.	D478,435	Modular Shoe Box Display Fixture
DSW Shoe Warehouse, Inc.	D495,172	Combined Product Display and Stacked Product Container Separator
DSW Shoe Warehouse, Inc.	D509,972	Combined Product Display and Stacked Product Container Separator

**PATENT**

**REEL: 053427 FRAME: 0118**

**RECORDED: 08/07/2020**