

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6869118

<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>
LTWHP, LLC	08/17/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	OBSIDIAN AGENCY SERVICES, INC., AS COLLATERAL AGENT
<b>Street Address:</b>	C/O TENNENBAUM CAPITAL PARTNERS, LLC, 2951 28TH STREET, SUITE 1000
<b>City:</b>	SANTA MONICA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90405
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D752322
<b>Patent Number:</b>	8640361
<b>Patent Number:</b>	D551431
<b>Application Number:</b>	16401450
<b>Application Number:</b>	16881153
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)902-1061
<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>	312-577-8438
<b>Email:</b>	raquel.haleem@katten.com
<b>Correspondent Name:</b>	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN
<b>Address Line 1:</b>	525 WEST MONROE STREET
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	389395-00026
<b>NAME OF SUBMITTER:</b>	RAQUEL HALEEM
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	08/17/2021
<b>Total Attachments: 6</b>	
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## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement") is made this 17th day of August, 2021, between the Grantor listed on the signature pages hereof (the "Grantor"), and Obsidian Agency Services, Inc., in its capacity as Collateral Agent for the benefit of the Secured Creditors.

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

**WHEREAS**, pursuant to that certain Term Loan Credit Agreement, dated as of July 16, 2019 (as amended, restated, amended and restated, amended and extended, supplemented, modified, restructured, replaced or refinanced from time to time, the "Credit Agreement"), by and among WH Intermediate, LLC, a Delaware limited liability company ("Holdings"), WH Buyer, LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto from time to time, Collateral Agent, Cortland Capital Market Services LLC, as Administrative Agent (together with the Lenders and the Collateral Agent, the "Lender Creditors"), the Lender Creditors have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the Credit Parties may enter into (or be a party to) one or more secured Hedging Agreements with a Hedging Creditor (the Hedging Creditors and the Lending Creditors are herein called the "Secured Creditors");

**WHEREAS**, in order to induce the Lender Creditors to enter into the Credit Agreement and the other Credit Documents and to induce the Lender Creditors to make financial accommodations to the Borrower as provided for in the Credit Agreement, the Grantor agreed to grant a continuing security interest in and to the Collateral, including the Patent Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Security Agreement dated as of July 16, 2019 among the Grantors and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

**WHEREAS**, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Secured Creditors, this Patent Security Agreement;

**NOW, THEREFORE**, for and in consideration of the recitals made above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Agreement, and to the extent that any capitalized terms are not defined herein or in the Security Agreement, such terms shall have the respective meanings assigned to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Creditors, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in such Grantor's right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral");

(a) all of its patents and patent applications, including (i) the patents and patent applications listed on Schedule I; (ii) all renewals, continuations, divisionals, continuations-in-part, reissues and

examinations thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements and other violations thereof, (iv) the right to sue for past, present and future infringements and other violations thereof, and (v) all rights corresponding thereto throughout the world; and

(b) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or violations of any Patent or any Patent licensed under any Intellectual Property License.

3. **SECURITY FOR OBLIGATIONS.** The Security Interest created hereby secures the payment and performance of all the 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 Obligations and would be owed by the Grantor, or any of them, to the Collateral Agent or any Secured Creditor, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new patentable invention or become entitled to the benefit of any patent application or patent for any continuations, divisionals, continuations-in-part, reissues, or reexaminations of the patents or patent applications listed on Schedule I, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Collateral Agent with respect to any such new patent rights as required by the Security Agreement. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes the Collateral Agent to unilaterally modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of 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 the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **TERMINATION.** This Patent Security Agreement shall terminate upon termination of the Security Agreement.

7. **COUNTERPARTS.** This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

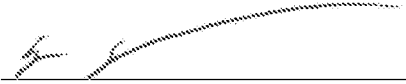
8. **GOVERNING LAW. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF,**

**AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. CONSTRUCTION. Section 1.02 of the Credit Agreement (*Other Definitional and Interpretive Provisions*) is hereby incorporated by this reference, *mutatis mutandis*.

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

**LTWHP, LLC**, as Grantor

By: 

Name: Yehuda Shmidman

Title: Chairman and Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**OBSIDIAN AGENCY SERVICES, INC., as**  
Collateral Agent

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

Name: Rajneesh Vig

Title: Duly Authorized Signatory

[Signature Page to *Patent* Security Agreement]

**PATENT**  
**REEL: 057205 FRAME: 0381**

**SCHEDULE I TO PATENT SECURITY AGREEMENT***Patent Registrations/Applications*

<i>Grantor</i>	<i>Country</i>	<i>Title</i>	<i>Application/ Patent No.</i>	<i>Issue Date</i>
LTWHP, LLC	US	Footwear (Trainer)	29/519884 / D752322	3/29/2016
LTWHP, LLC	US	Sport footwear	12/842667 / 8640361	2/4/2014
LTWHP, LLC	US	Sole for a sports shoe	16/401450	
LTWHP, LLC	US	Sole for a sport footwear, a work footwear or a footwear for the leisure time	16/881153	
LTWHP, LLC	US	Football Shoe	29/243,002 / D551431	9/25/2007