

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7738152

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BAGGALLINI, INC.	01/11/2023
R. G. BARRY CORPORATION	01/11/2023
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	125 HIGH STREET, 11TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	29286262
Application Number:	29292879
Application Number:	29307228
Application Number:	29370458
Application Number:	29406476
Application Number:	29363150
Application Number:	29363148
Application Number:	16577497
Application Number:	17838871
CORRESPONDENCE DATA	
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<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>	
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Email:	katarzyna.gaysunas@morganlewis.com
Correspondent Name:	KATARZYNA GAYSUNAS
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NAME OF SUBMITTER:	KATARZYNA GAYSUNAS
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	01/11/2023
Total Attachments: 5 source=RG Barry - Patent Security Agreement (2023) [Executed]#page1.tif source=RG Barry - Patent Security Agreement (2023) [Executed]#page2.tif source=RG Barry - Patent Security Agreement (2023) [Executed]#page3.tif source=RG Barry - Patent Security Agreement (2023) [Executed]#page4.tif source=RG Barry - Patent Security Agreement (2023) [Executed]#page5.tif	

PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of January 11, 2023 by BAGGALLINI, INC. and R. G. BARRY CORPORATION (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to the Security Agreement dated as of January 11, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all of the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) All issued and applied for Patents of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the Lien on and Security Interest in the Patents under this Patent Security Agreement.

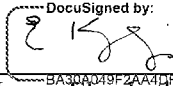
SECTION 5. Counterparts. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Patent Security Agreement, the Liens created under the Security

Agreement and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Patent Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

BAGGALLINI, INC., as a Grantor

By:  DocuSigned by:
BA30A019F2AA4DE...
Name: Elizabeth Ambargis
Title: Treasurer and Secretary

R. G. BARRY CORPORATION, as a Grantor

By:  DocuSigned by:
BA30A019F2AA4DE...
Name: Elizabeth Ambargis
Title: Chief Financial Officer

[RG Barry - Signature Page to Patent Security Agreement]

PATENT
REEL: 062350 FRAME: 0864

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: 

Name: Nicholas Ply

Title: Authorized Signatory

Schedule I
to
PATENT SECURITY AGREEMENT
ISSUED PATENTS AND PATENT APPLICATIONS

U.S. Issued Patents:

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
R.G. Barry Corporation	Pair of slippers	29/286,262	4/30/2007	D603152	11/3/2009
R.G. Barry Corporation	Pair of slippers	29/292,879	10/30/2007	D612589	3/30/2010
R.G. Barry Corporation	Pair of slippers	29/307,228	10/30/2007	D619792	7/20/2010
R.G. Barry Corporation	Pair of slippers	29/370,458	7/19/2010	D667202	9/18/2012
Baggallini, Inc.	Toiletry kit	29/406,476	11/15/2011	D662711	7/3/2012
Baggallini, Inc.	Convertible hat with integral storage case	29/363,150	6/4/2010	D626726	11/9/2010
Baggallini, Inc.	Expandable/compressible packing box	29/363,148	6/4/2010	D639064	6/7/2011

U.S. Patent Applications:

Owner	Title	Application No.	Filing Date	Status
R.G. Barry Corporation	Footwear article including cushion management system	16/577,497	9/20/2019	Pending
R G Barry Corporation	Manufactured natural shearling material	17/838,871	6/13/2022	Pending