

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8023381

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DSW SHOE WAREHOUSE, INC.	06/23/2023
DBI BRANDS MANAGEMENT LLC	06/23/2023
RECEIVING PARTY DATA	
Name:	PLC AGENT LLC
Street Address:	100 FEDERAL STREET, FLOOR 20
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6948622
Patent Number:	7478732
Patent Number:	D636570
Patent Number:	D659963
CORRESPONDENCE DATA	
Fax Number:	(617)502-5002
<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:	617-248-5000
Email:	PatentDocket@choate.com
Correspondent Name:	CHOATE HALL & STEWART LLP-PATENT DOCKET
Address Line 1:	TWO INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	2010878-0042
NAME OF SUBMITTER:	SAMUEL R. POLIO
SIGNATURE:	/SAMUEL R. POLIO/
DATE SIGNED:	06/23/2023
Total Attachments: 4	
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ASSIGNMENT OF SECURITY INTEREST IN PATENTS

June 23, 2023

WHEREAS, DSW Shoe Warehouse, Inc., a Missouri corporation (“**DSW**”) and DBI Brands Management LLC, a Delaware limited liability company (“**DBI**”, and, together with DSW, collectively, the “**Assignors**” and each, an “**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 June 23, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of PLC Agent LLC, 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.

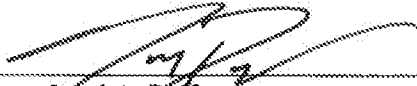
The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event 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.

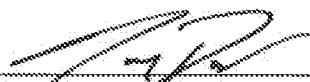
[Signatures Follow]

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

DSW Shoe Warehouse, Inc., as Assignor

By: 
Name: Jared A. Poff
Title: Executive Vice President

DBI Brands Management LLC, as Assignor

By: 
Name: Jared A. Poff
Title: Executive Vice President


[Signature Page to Assignment of Security Interest in Patents]

ACCEPTED:

PLC Agent LLC, as Agent

By: Pathlight Capital LP,
Its Sole Member

By: Pathlight GP LLC,
Its General Partner

By:  _____

Name: Roger Malouf

Title: Managing Director

[Signature Page to Assignment of Security Interest in Patents]

PATENT
REEL: 064045 FRAME: 0144

SCHEDULE A TO ASSIGNMENT OF SECURITY INTEREST

Patent and Patent Applications

Company	Title	Filing Date/Issued Date	Status	Patent/Document No.	Country
Settlement and Patent Covenant Not to Sue Agreement dated October 23, 2015 between DSW Shoe Warehouse, Inc. and Shoe Show, Inc.	Modular Footwear Display and Storage System and Method	05/24/2005	Licensed – underlying patents have expired, but license agreement remains in place for 6 years following expiration of patents	6948622 and 7478732	USA
DBI Brands Management LLC	PAIR OF FOOTWEAR ARTICLES	09/16/2010	Patented	D636570	USA
DBI Brands Management LLC	PAIR OF FOOTWEAR ARTICLES	03/02/2011	Patented	D659963	USA
DBI Brands Management LLC	FOOTWEAR UPPER	09/02/2021	Filed		USA
DBI Brands Management LLC	FOOTWEAR UPPER	09/02/2021	Filed		USA