

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8086376

<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>
CAREISMATIC BRANDS, LLC	07/28/2023
STRATEGIC DISTRIBUTION, L.P.	07/28/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WINGSPIRE EQUIPMENT FINANCE LLC, AS THE SECURED PARTY
<b>Street Address:</b>	18302 IRVINE BOULEVARD, SUITE 300
<b>City:</b>	TUSTIN
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92780
<b>PROPERTY NUMBERS Total: 12</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D623835
Patent Number:	D634108
Patent Number:	D626728
Patent Number:	D671305
Patent Number:	D671306
Patent Number:	D687622
Patent Number:	D686807
Patent Number:	D686808
Patent Number:	D804155
Patent Number:	D789056
Patent Number:	D819945
Patent Number:	D770744
<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>	6175269600
<b>Email:</b>	JAdamo@proskauer.com
<b>Correspondent Name:</b>	PROSKAUER
<b>Address Line 1:</b>	ONE INTERNATIONAL PLACE

PATENT

<b>Address Line 4:</b> BOSTON, MASSACHUSETTS 02210-2600	
<b>ATTORNEY DOCKET NUMBER:</b>	87348.002
<b>NAME OF SUBMITTER:</b>	JENEEN M. ADAMO
<b>SIGNATURE:</b>	/Jeneen M. Adamo/
<b>DATE SIGNED:</b>	07/31/2023
<b>Total Attachments: 5</b> source=Careismatic - Patent Security Agreement (Execution Version)#page1.tif source=Careismatic - Patent Security Agreement (Execution Version)#page2.tif source=Careismatic - Patent Security Agreement (Execution Version)#page3.tif source=Careismatic - Patent Security Agreement (Execution Version)#page4.tif source=Careismatic - Patent Security Agreement (Execution Version)#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Patent Security Agreement**”), dated as of July 28, 2023, is made by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, a “**Grantor**”), in favor of WINGSPIRE EQUIPMENT FINANCE LLC, as the Secured Party (together, with its successors and assigns, the “**Secured Party**”).

WHEREAS, the Grantor is party to that certain Security Agreement dated as of July 28, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Secured Party; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Secured Party a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Patents and Patent applications set forth on Schedule A attached hereto, together with (a) all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all inventions or designs claimed therein, (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, and (d) the right to sue for past, present and future infringements thereof (the “**Patent Collateral**”); *provided* that “Patent Collateral” shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Patent Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.

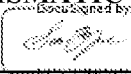
SECTION 5. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. 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.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

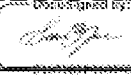
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IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement as of the date first above written.

**CAREISMATIC BRANDS, LLC**


By:   
Name: Sean Bogue  
Title: Chief Financial Officer and Secretary

**STRATEGIC DISTRIBUTION, L.P.**

By:   
Name: Sean Bogue  
Title: Chief Financial Officer

Accepted and Agreed:

**WINGSPIRE EQUIPMENT FINANCE LLC**, as Secured Party

By:   
Name: Marcelo Sarago  
Title: Chief Credit Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**PATENT**  
**REEL: 064434 FRAME: 0145**

SCHEDULE A

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Patent and Patent Applications

1. Registered Patents

Title	Country	Owner	Application No.	Filing Date	Patent No.	Issue Date
Shoe	US	Strategic Distribution, LP	29331438	26 Jan 2009	D623835	21 Sep 2010
Shoe	US	Strategic Distribution, LP	29331440	26 Jan 2009	D634108	15 Mar 2011
Shoe	US	Strategic Partners, Inc.	29359405	9 Apr 2010	D626728	9 Nov 2010
Outsole	US	Strategic Partners, Inc.	29417190	30 Mar 2012	D671305	27 Nov 2012
Outsole	US	Strategic Partners, Inc.	29417185	30 Mar 2012	D671306	27 Nov 2012
Shoe	US	Strategic Partners, Inc.	29433720	4 Oct 2012	D687622	13 Aug 2013
Shoe	US	Strategic Partners, Inc.	29433724	4 Oct 2012	D686807	30 Jul 2013
Shoe	US	Strategic Partners, Inc.	29433726	4 Oct 2012	D686808	30 Jul 2013
Shoe	US	Strategic Partners, Inc.	29535413	6 Aug 2015	D804155	5 Dec 2017
Outsole	US	Strategic Partners, Inc.	29535421	6 Aug 2015	D789056	13 Jun 2017
Outsole	US	Strategic Partners, Inc.	29538337	2 Sep 2015	D819945	12 Jun 2018
Insole	US	Strategic Partners, Inc.	29538336	2 Sep 2015	D770744	8 Nov 2016