

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8363292

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the DATE REFERENCE IN RECITALS SECTION OF ATTACHMENT previously recorded on Reel 065929 Frame 0128. Assignor(s) hereby confirms the PATENT SECURITY AGREEMENT.
CONVEYING PARTY DATA	
Name	Execution Date
ROCKY BRANDS, INC.	12/20/2023
US FOOTWEAR HOLDINGS, LLC	12/20/2023
RECEIVING PARTY DATA	
Name:	TCW ASSET MANAGEMENT COMPANY LLC, AS AGENT
Street Address:	200 CLARENDON STREET
Internal Address:	51ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	11744327
Patent Number:	D997531
Application Number:	29810955
Application Number:	29810956
Application Number:	29833916
CORRESPONDENCE DATA	
Fax Number:	
<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:	3128637141
Email:	kristen.lange@goldbergekohn.com
Correspondent Name:	KRISTEN N. LANGE, PARALEGAL
Address Line 1:	C/O GOLDBERG KOHN LTD.
Address Line 2:	55 E. MONROE STREET, SUITE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7129.039
NAME OF SUBMITTER:	KRISTEN N. LANGE

PATENT

SIGNATURE:	/kristenlange/
DATE SIGNED:	01/04/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 8 source=Patent Security Agreement (December 2023)#page1.tif source=Patent Security Agreement (December 2023)#page2.tif source=Patent Security Agreement (December 2023)#page3.tif source=Patent Security Agreement (December 2023)#page4.tif source=Patent Security Agreement (December 2023)#page5.tif source=Patent Security Agreement (December 2023)#page6.tif source=Patent Security Agreement (December 2023)#page7.tif source=Patent Security Agreement (December 2023)#page8.tif	

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8343953

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ROCKY BRANDS, INC.	12/20/2023
US FOOTWEAR HOLDINGS, LLC	12/20/2023
RECEIVING PARTY DATA	
Name:	TCW ASSET MANAGEMENT COMPANY LLC, AS AGENT
Street Address:	200 CLARENDON STREET
Internal Address:	51ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	D997531
Patent Number:	11744327
Application Number:	29810955
Application Number:	29810956
Application Number:	29833916
CORRESPONDENCE DATA	
Fax Number:	
<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:	3128637141
Email:	kristen.lange@goldbergkohn.com
Correspondent Name:	KRISTEN N. LANGE, PARALEGAL
Address Line 1:	C/O GOLDBERG KOHN LTD.
Address Line 2:	55 E. MONROE STREET, SUITE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7129.039
NAME OF SUBMITTER:	KRISTEN N. LANGE
SIGNATURE:	/kristenlange/
DATE SIGNED:	12/21/2023

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 20, 2023, by ROCKY BRANDS, INC., an Ohio corporation ("Rocky"), and US FOOTWEAR HOLDINGS LLC, a Delaware limited liability company, ("US Footwear"), and together with Rocky, the "Grantors"), in favor of TCW ASSET MANAGEMENT COMPANY LLC, in its capacity as agent for the Lenders (as defined below) (in such capacity, the "Agent")

RECITALS

WHEREAS, the Lenders have severally agreed to extend credit to the Grantors pursuant to that certain Loan and Security Agreement, dated as of March 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among Rocky, Rocky US, Lehigh Outfitters, LLC, a Delaware limited liability company, Rocky Outdoor Gear Store, LLC, an Ohio limited liability company, US Footwear, Lifestyle Footwear, Inc., a Delaware corporation (together with those entities that become parties to the Loan and Security Agreement as "Borrowers" in accordance with the terms thereof, the "Borrowers"), the other Obligors from time to time party thereto, the financial institutions from time to time party thereto as lenders (collectively, the "Lenders"), and the Agent, pursuant to which the Lenders have agreed to make loans to the Borrowers (unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Loan and Security Agreement);

WHEREAS, pursuant to the terms of the Loan and Security Agreement, the Obligations of the Borrowers under the Loan and Security Agreement are secured;

WHEREAS, pursuant to the terms of the Loan and Security Agreement, each Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, each Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title and interest in, to and under all now owned and hereafter acquired patents, patent applications and patent licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers and other Obligors under the Loan and Security Agreement or any other Loan Document.

In consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, each Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. each patent license, including, without limitation, each patent license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and

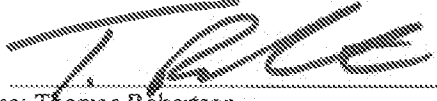
3. all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Loan and Security Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is subject to the terms and conditions of the Intercreditor Agreement and in the event of any conflict between the terms hereof and thereof, the terms of the Intercreditor Agreement shall govern.

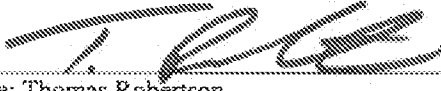
[signature page follows]

Each Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ROCKY BRANDS, INC., an Ohio corporation

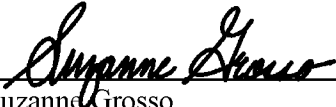
By: 
Name: Thomas Robertson
Title: Chief Operating Officer

US FOOTWEAR HOLDINGS LLC, a Delaware limited liability company

By: 
Name: Thomas Robertson
Title: Chief Operating Officer

Acknowledged:

**TCW ASSET MANAGEMENT COMPANY
LLC, as Agent**

By: 
Name: Suzanne Grosso
Title: Managing Director

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

PATENTS

1. ISSUED PATENTS

Patent	Owner	Application Number	Patent Number	Issue Date
Footwear with dual shanks	Rocky Brands, Inc.	17/403767	11744327	09/05/23
Boot	US Footwear Holdings LLC	29/748665	D997531	09/05/23

2. PATENT APPLICATIONS

Patent	Owner	Application Number	Patent Number	Issue Date
Boot Upper	US Footwear Holdings LLC	29/810,955	n/a	10/10/2021
Boot Upper	US Footwear Holdings LLC	29/810,956	n/a	10/10/2021
Boot	US Footwear Holdings LLC	29/833,916	n/a	04/07/2022

3. INTELLECTUAL PROPERTY LICENSES

None.