

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT8371665

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROCKY BRANDS, INC.	01/05/2024
US FOOTWEAR HOLDINGS LLC	01/05/2024
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS AGENT
Street Address:	100 NORTH TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
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:	(212)294-4700
<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:	2122946635
Email:	dkumar@winston.com
Correspondent Name:	WINSTON & STRAWN LLP - MARY KATHERINE KULBACK
Address Line 1:	35 W. WACKER DRIVE
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ATTORNEY DOCKET NUMBER:	1740/362 PSA TO BOA
NAME OF SUBMITTER:	MARY KATHERINE KULBACK
SIGNATURE:	/Mary Katherine Kulback/
DATE SIGNED:	01/09/2024
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of January 5, 2024, 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 BANK OF AMERICA, N.A., 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 ABL 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:

BANK OF AMERICA, N.A., as Agent

By: B H B
Name: Brad H Breidenbach
Title: Senior Vice President

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.