

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI340665

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Earth IpCo LLC (a Delaware LLC)	06/28/2024
RECEIVING PARTY DATA	
Company Name:	Fisher Earth IP LLC (a Delaware LLC)
Street Address:	777 W Putnam Avenue
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	29400102
Application Number:	29685785
CORRESPONDENCE DATA	
Fax Number:	8669471121
<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:	(585)263-1000
Email:	kwalsh@nixonpeabody.com,mlavacca@nixonpeabody.com
Correspondent Name:	Kristen M. Walsh
Address Line 1:	Nixon Peabody LLP
Address Line 2:	1300 Clinton Square
Address Line 4:	Rochester, NEW YORK 14604-1792
ATTORNEY DOCKET NUMBER:	093467-000005
NAME OF SUBMITTER:	Kristen Walsh
SIGNATURE:	Kristen Walsh
DATE SIGNED:	07/03/2024
Total Attachments: 7	
source=Earth Shoes - Patent Assignment Agreement - Executed#page1.tiff	
source=Earth Shoes - Patent Assignment Agreement - Executed#page2.tiff	
source=Earth Shoes - Patent Assignment Agreement - Executed#page3.tiff	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “**Agreement**”) is made as of June 28, 2024, by and among (a) EARTH IPCO LLC, a Delaware limited liability company (the “**Assignor**”), (b) FISHER EARTH IP LLC, a Delaware limited liability company (the “**Assignee**”) and (c) SECOND AVENUE CAPITAL PARTNERS LLC, a Delaware limited liability company acting in its capacity as Administrative Agent and Collateral Agent (when acting in such capacity, the “**Agent**”) under the Security Agreement (as defined below) (the Assignor, the Assignee and the Agent are hereinafter sometimes referred to collectively herein as the “**Parties**”).

Reference is hereby made to (a) a certain Security Agreement, dated as of July 8, 2021 (the “**Security Agreement**”), by and among the Agent, the Assignor and the other grantors party thereto, and (b) a certain Purchase Agreement, dated as of June 26, 2024 (the “**Purchase Agreement**”), by and between the Assignee and the Agent. All capitalized terms not defined herein but defined in the Security Agreement shall have the meanings given to such terms in the Security Agreement, and if not defined in the Security Agreement, then the meanings given to such terms in the Purchase Agreement.

Preliminary Statements:

WHEREAS, pursuant to the provisions of the Security Agreement, the Assignor granted to the Agent for the benefit of the Credit Parties a first priority perfected security interest on substantially all of the assets of the Assignor, all as more particularly described therein (including, without limitation, all of the rights, title and interests of the Assignor in and to the patents listed and described on **Schedule A** attached hereto (collectively, the “**Patents**”)); and

WHEREAS, as a result of the occurrence and continuance of certain Events of Default under the Credit Agreement and the other Loan Documents, and acting in its capacity as a secured party under the Security Agreement and the UCC, the Agent held, on June 18, 2024, a public auction (the “**Public Auction**”), at which the Agent offered to sell to qualified bidders, among other things, all of the rights, title and interests of the Assignor in and to the Patents; and

WHEREAS, the Assignee was the winning qualified bidder at the Public Auction and agreed to buy, among other things, all of the rights, title and interests of the Assignor in and to the Patents, all subject to the terms and conditions set forth in the Purchase Agreement (hereinafter referred to as the “**Sale**”); and

WHEREAS, in accordance with the provisions of Section 3.5 of the Purchase Agreement and Section 8.6 of the Security Agreement, the Assignor has agreed to enter into this Agreement in order to effectuate the Sale;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Assignment of Patents.** In consideration of the assumption by the Assignee from the Assignor of the Assumed Liabilities as set forth in Sections 2.3 and 3.4 of the Purchase Agreement, the Assignor hereby sells, assigns, transfers, and conveys to the Assignee all of the rights, title and interests of the Assignor in and to the Patents on which a security interest or a lien has been granted by the Assignor to the Agent under the Security Agreement.

2. Consent of Agent. In consideration of the payment by the Assignee to the Agent of the Cash Purchase Price, as provided in Sections 3.1 and 3.4 of the Purchase Agreement, the Agent hereby consents to the assignment of the Patents described in Section 1 of this Agreement.

3. Further Assurances. To further effectuate the transactions contemplated in Section 1 of this Agreement, and upon any written request of the Assignee, and at any time and from time to time after the date hereof, and subject to the provisions of Section 2.5 of the Purchase Agreement, each of the Assignor and the Agent (a) will promptly and duly execute and deliver to the Assignee any and all agreements, documents and instruments (including any bills of sale, assignments, confirmatory assignments, powers of attorney, consents, approvals, confirmation letters or similar documents or instruments) as may be reasonably requested and prepared by the Assignee or its counsel and delivered to the Agent or the Assignor, whichever or both is applicable, and (b) will take such actions as the Assignee may reasonably request, in each case, all for the purpose of effectuating and evidencing of public record, at any applicable public office(s), the sale, transfer and conveyance to the Assignee of all of the rights, title and interests of the Assignor in and to the Patents.

4. Miscellaneous.

4.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which shall constitute one and the same agreement. Facsimile signatures (including those in PDF format) shall be treated as if they were originals.

4.2 Successors and Assigns. This Agreement shall insure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns.

4.3 Severability. If any term or provision of this Agreement shall, in any jurisdiction, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction or affecting any other provision of this Agreement.

4.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the choice of laws principles thereof (other than N.Y. Gen. Obl. l. 5-1401 and 5-1402).

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

ASSIGNOR:

EARTH IPCO LLC

By: Andrew R. Tarshis
Name: Andrew R. Tarshis
Title: Vice President

ASSIGNEE:

FISHER EARTH IP LLC

By: _____
Name: Matthew Burris
Title: Chief Financial Officer

AGENT:

SECOND AVENUE CAPITAL PARTNERS LLC
as Administrative Agent and Collateral Agent

By: _____
Name: Mark Gallivan
Title: Managing Director

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

ASSIGNOR:

EARTH IPCO LLC

By: _____

Name: Andrew R. Tarshis

Title: Vice President

ASSIGNEE:

FISHER EARTH IP LLC

By: _____

Name: Matthew Burris

Title: Chief Financial Officer

AGENT:

SECOND AVENUE CAPITAL PARTNERS LLC
as Administrative Agent and Collateral Agent

By: _____

Name: Mark Gallivan

Title: Managing Director

PATENTS

Schedule A

[See attachment]

PATENTS

1. United States Design Patents.

Title	App. No. / Filing Date	Patent No. / Issue Date	Inventor(s)
SHOE	29/400102 08/23/2011	D662292 06/26/2012	Michel Meynard
FOOTBED	29/685785 03/29/2019	D925886 S 07/27/2021	Angelo Romero, Philippe Meynard, Robert Riley

2. Foreign Registered Designs.

Title	Registered Design No. / Issue Date	Jurisdiction
FOOTBED	190137 01/05/2021	Canada
FOOTBED	006886115-0001	European Union
FOOTBED	006886115-0002 09/18/2019	European Union
FOOTBED	90068861150001 09/18/2019	Great Britain
FOOTBED	90068861150002	Great Britain