

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI379051

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Second Avenue Capital Partners LLC	06/28/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Earth IpCo LLC
<b>Street Address:</b>	15 Riverside Avenue
<b>City:</b>	Westport
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06880
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29685785
<b>Application Number:</b>	29400102
<b>Application Number:</b>	29795889
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	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>	
<b>Phone:</b>	5852631000
<b>Email:</b>	kwalsh@nixonpeabody.com
<b>Correspondent Name:</b>	Kristen Molnow Walsh
<b>Address Line 1:</b>	Nixon Peabody LLP
<b>Address Line 2:</b>	1300 Clinton Square
<b>Address Line 4:</b>	Rochester, NEW YORK 14604
<b>ATTORNEY DOCKET NUMBER:</b>	93467-5
<b>NAME OF SUBMITTER:</b>	Ms. Kristen Walsh
<b>SIGNATURE:</b>	Ms. Kristen Walsh
<b>DATE SIGNED:</b>	07/23/2024
<b>Total Attachments: 3</b>	
source=Earth Shoes - Patent Lien Release Agreement Executed#page1.tiff	
source=Earth Shoes - Patent Lien Release Agreement Executed#page2.tiff	
source=Earth Shoes - Patent Lien Release Agreement Executed#page3.tiff	

**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN PATENTS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (this “Termination and Release”) is entered into on June 28, 2024, by SECOND AVENUE CAPITAL PARTNERS LLC, in its capacity as administrative agent and collateral agent (in such capacities, the “Agent”) for the Lenders under the Credit Agreement (each as defined below) in favor of the Grantor.

**WITNESSETH:**

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 8, 2021(as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the “Credit Agreement”), by and among EARTH ENTERPRISES INC., a Delaware corporation, EARTH OPCO LLC, a Delaware limited liability company, EARTH IPCO LLC, a Delaware limited liability company (the “Grantor” and, collectively with Earth Opco LLC and Earth Enterprises Inc., the “Loan Parties”), the lenders from time to time party thereto (the “Lenders”), and the Agent;

WHEREAS, pursuant to that certain Patent Security Agreement, dated as of July 8, 2021 (as amended from time to time and in effect on the date hereof, the “Patent Security Agreement”), a lien on and security interest (the “Security Interest”) was granted by the Grantor to the Agent in the Patent Collateral, including, without limitation, those Patents listed on Schedule 1 hereto;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on July 9, 2021 at Reel/Frame 056803/0199; and

WHEREAS, the Agent now desires to terminate and release the Patent Security Agreement and its Security Interest in the Patent Collateral, including those Patents listed on Schedule 1 hereto;

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

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Patent Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges the Patent Security Agreement, any and all Security Interest in the Patent Collateral, including those Patents listed on Schedule 1 hereto, and any right, title or interest of the Agent in, to, or under such Patents shall hereby cease and become void.

3. Recordation. The Agent hereby authorizes the Loan Parties and their designees to record this Termination and Release with the USPTO or any other applicable governmental authority at the Loan Parties’ expense.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Patents by its duly authorized officer as of the date first above written.

**SECOND AVENUE CAPITAL PARTNERS LLC**  
**as Administrative Agent and Collateral Agent**

By:   
Name: Mark Gallivan  
Title: Managing Director

[Signature Page to Termination and Release of Security Interest in Patents]

**PATENT**  
**REEL: 068052 FRAME: 0512**

Schedule 1

PATENTS

Title	Status	Country	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
FOOTBED	Granted	Canada	Earth IpCo LLC	190137	27-Sep-19	190137	5-Jan-21
FOOTBED	Granted	European Community	Earth IpCo LLC	006886115-0001	18-Sep-19	006886115-0001	18-Sep-19
FOOTBED	Granted	European Community	Earth IpCo LLC	006886115-0002	18-Sep-19	006886115-0002	18-Sep-19
OUTSOLE	Pending	United States of America	Earth IpCo LLC	29/795889	21-Jun-21		
FOOTBED	Allowed	United States of America	Earth IpCo LLC	29/685785	29-Mar-19		
SHOE (GRIFFIN)	Granted	United States of America	Earth IpCo LLC	29/400102	23-Aug-11	D662292	26-Jun-12
SHOE SOLE	Granted	United States of America	Earth IpCo LLC	29/158302	2-Apr-02	D472038	25-Mar-03