

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOES FOR CREWS, LLC		10/27/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3304683	SFC FROGGZ	
Registration Number:	3788886	DRY GRIP	
Registration Number:	3440319	SFC	
Registration Number:	3592701	SFC	
Registration Number:	3551443	THE SHOE THAT GRIPS	
Registration Number:	2646817	CREWGUARD	
Registration Number:	3666305	SHOES FOR CREWS	
Registration Number:	4006673	SFCREWS	
Registration Number:	3690097	SFC FROGGZ	
Registration Number:	2355155	SFC	
Registration Number:	1834116	SHOES FOR CREWS	
Registration Number:	3792285	MIGHTY MAT!	
Registration Number:	4040121		
Registration Number:	4139465	BLACK LABEL	
Registration Number:	4003212		
Registration Number:	3926809	STAYFIT	
Registration Number:	3821884	SHOES FOR CREWS	
Registration Number:	4129627	SFC PRO	
Registration Number:	4325576	TOPCREWS	
TRADEMARK			

CH \$640.00 3304683

Property Type	Number	Word Mark
Registration Number:	4394726	SFC V-GRIP
Registration Number:	4359245	ACE
Registration Number:	4366039	ACE WORK BOOTS
Registration Number:	4477683	SFC MIGHTY GRIP
Registration Number:	4581508	TOPCREWS LITE
Registration Number:	4815719	FAST LANE EXCHANGE

CORRESPONDENCE DATA

Fax Number: 2129692900
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.
Phone: 212-969-3000
Email: trademark@proskauer.com
Correspondent Name: Adam D. Siegartel
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-183
NAME OF SUBMITTER:	Adam D. Siegartel
SIGNATURE:	/Adam D. Siegartel/
DATE SIGNED:	10/28/2015

Total Attachments: 7
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is entered into as of October 27, 2015, (this “**Agreement**”), among SHOES FOR CREWS, LLC, a Florida limited liability company (the “**Grantor**”) and Ares Capital Corporation (“**Ares**”), as collateral agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of October 27, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement dated as of October 27, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among, SHO Holding I Corporation, a Delaware corporation, Never Slip Holdings, Inc., a Delaware corporation, the Lenders from time to time party thereto (the “**Lenders**”) and Ares, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

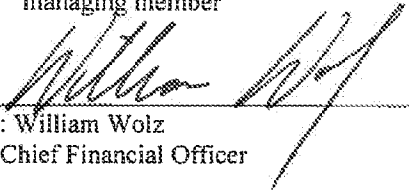
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SHOES FOR CREWS, LLC, as Grantor

By: SFC HOLDINGS, LLC, its member

By: SHO HOLDING II CORPORATION, its
managing member

By: 
Name: William Wolz
Title: Chief Financial Officer

ARES CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: Michael Goldstein
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Shoes for Crews, LLC	3304683	SFC FROGGZ
Shoes for Crews, LLC	3788886	DRY GRIP
Shoes for Crews, LLC	3440319	SFC
Shoes For Crews, LLC	3592701	SFC and Design 
Shoes For Crews, LLC	3551443	THE SHOE THAT GRIPS
Shoes For Crews, LLC	2646817	CrewGuard
Shoes For Crews, LLC	3666305	SHOES FOR CREWS
Shoes for Crews, LLC	4006673	SF CREWS and design 
Shoes for Crews, LLC	3690097	SFC FROGGZ and design 
Shoes for Crews, LLC	2355155	SFC and design 
Shoes for Crews, LLC	1834116	SHOES FOR CREWS
Shoes for Crews, LLC	3792285	MIGHTY MAT!
Shoes for Crews, LLC	4,040,121	Trade dress (SFC outsole)

		
Shoes for Crews, LLC	4139465	BLACK LABEL
Shoes for Crews, LLC	4003212	STRIPE Design 
Shoes for Crews, LLC	3926809	STAYFIT
Shoes for Crews, LLC	3821884	SHOES FOR CREWS and design (in color) 
Shoes for Crews, LLC	4129627	SFC PRO and Design 
Shoes for Crews, LLC	4325576	TOPcrews and Design (4 squares) 
Shoes for Crews, LLC	4394726	SFC V-GRIP
Shoes for Crews, LLC	4359245	ACE
Shoes for Crews, LLC	4366039	ACE WORK BOOTS and Design 
Shoes for Crews, LLC	4477683	SFC MIGHTY GRIP

Shoes for Crews, LLC	4581508	TOPCREWS LITE
Shoes for Crews, LLC	4815719	FAST LANE EXCHANGE

TRADEMARK APPLICATIONS

None.