

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687210

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PINNACLE IP, LLC		11/10/2021	Limited Liability Company: DELAWARE
KNS INTERNATIONAL, LLC		11/10/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PENNANTPARK LOAN AGENCY SERVICING, LLC, AS ADMINISTRATIVE AGENT
Street Address:	590 Madison Avenue, 15th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	5073650	AK AKTION
Registration Number:	4813817	AKTION
Registration Number:	4413958	ALEXANDRIA COLLECTION
Registration Number:	4414339	ALEXANDRIA COLLECTION
Registration Number:	5072965	BC
Registration Number:	3802522	BOSTON TRAVELER
Registration Number:	3158021	BOSTON TRAVELER
Registration Number:	4282335	BRINLEY CO.
Registration Number:	4124586	BRINLEY CO.
Registration Number:	3652460	BRUMBY
Registration Number:	3670650	BRUMBY
Registration Number:	4743329	COMPANIONS
Registration Number:	4403418	DAXX
Registration Number:	6102107	
Registration Number:	5236469	
Registration Number:	4282334	HAILEY JEANS CO.

CH \$1065.00 5073650

Property Type	Number	Word Mark
Registration Number:	4124641	HAILEY JEANS CO.
Registration Number:	5607180	J + C
Registration Number:	5722203	JC
Registration Number:	5072962	JC
Registration Number:	4693989	JC JOURNEE COLLECTION
Registration Number:	3501706	JC JOURNEE COLLECTION
Registration Number:	3504377	JC JOURNEE COLLECTION
Registration Number:	5548853	JOURNEE COLLECTION
Registration Number:	5825708	JOURNEE SIGNATURE
Registration Number:	6224751	JOURNEY + CREW
Registration Number:	4302267	OXFORD & FINCH
Registration Number:	4094640	OXFORD AND FINCH
Registration Number:	5825709	SIGNATURE BY JOURNEE
Registration Number:	6102106	TERRITORY
Registration Number:	4804901	TERRITORY
Registration Number:	5601048	THOMAS & VINE
Registration Number:	4369546	TRESSA COLLECTION
Registration Number:	6173192	TUCK & VON
Registration Number:	4804962	TW TERRITORY
Registration Number:	5244808	VANCE CO.
Registration Number:	5244809	VANCE SHOE CO.
Registration Number:	5285917	WHERE WILL YOUR SHOES TAKE YOU?
Serial Number:	90867223	BLISS FOOTWEAR
Serial Number:	90626526	COMFORT FLEX
Serial Number:	90689107	IN COMFORTFOAM
Serial Number:	90689072	TRU COMFORT FOAM

CORRESPONDENCE DATA

Fax Number: 6178568201

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: 6178568200

Email: ip@brownrudnick.com

Correspondent Name: Brown Rudnick LLP

Address Line 1: One Financial Center

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER: 028228.0051

NAME OF SUBMITTER: Matthew P. York

SIGNATURE: /Matthew P. York/

DATE SIGNED:	11/10/2021
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 10, 2021, is executed by the undersigned Pinnacle IP, LLC, a Delaware limited liability company and KNS International, LLC, a Delaware limited liability company (each, a “Grantor”) for the benefit of PennantPark Loan Agency Servicing, LLC, a Delaware limited liability company, as administrative agent for the Secured Parties (the “Administrative Agent”), in connection with the Guaranty and Collateral Agreement, dated as of November 10, 2021, among Kinetic Intermediary Holdings, LLC, a Delaware limited liability company (“Holdings”), Kinetic Purchaser, LLC, a Delaware limited liability company (the “Borrower”), and each other Person signatory thereto as a “Grantor” or “Guarantor” (the Borrower, together with Holdings and each such Person and any other Person that becomes a party to the Guaranty and Collateral Agreement as provided therein), and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for itself and the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined therein), including all of its right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, Trademark applications, Trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, subject to the limitations set forth therein. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Guaranty and Collateral Agreement, each Grantor does hereby grant to the Administrative Agent, for itself and the ratable benefit of the Secured Parties in accordance with the terms of the Guaranty and Collateral Agreement, a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, as collateral security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise, in each case in accordance with the Loan Documents) of the Secured Obligations:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent-to-use” Trademark applications prior to the filing of and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such “intent-to-use” Trademark application under applicable federal law); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by such Grantor against third parties for past, present or

future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1, in each case, excluding any Excluded Property (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same Agreement. This Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

This Agreement is a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within that state, without regard to conflict-of-laws principles.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantors hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

PINNACLE IP, LLC
KNS INTERNATIONAL, LLC,
each as a Grantor

By: 

Name: Jeremy Pope

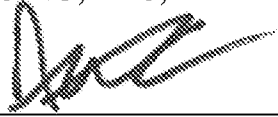
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007490 FRAME: 0187

Acknowledged:

**PENNANTPARK LOAN AGENCY
SERVICING, LLC, as Administrative Agent**

By:  _____

Name: Arthur H. Penn



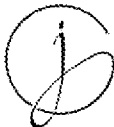

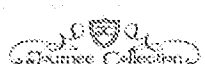
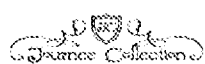
Title: Chief Executive Officer


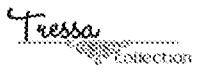
SCHEDULE 1

TRADEMARK COLLATERAL

TRADEMARK REGISTRATIONS:

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Current Owner of Record
AK AKTION & Design 	USA	86223797 17-MAR-2014	5073650 01-NOV-2016	Registered	Pinnacle IP, LLC
AKTION	USA	86223783 17-MAR-2014	4813817 15-SEP-2015	Registered	Pinnacle IP, LLC
ALEXANDRIA COLLECTION	USA	85842960 06-FEB-2013	4413958 08-OCT-2013	Registered	Pinnacle IP, LLC
ALEXANDRIA COLLECTION (Stylized) 	USA	85862299 27-FEB-2013	4414339 08-OCT-2013	Registered	Pinnacle IP, LLC
BC Logo 	USA	86954660 28-MAR-2016	5072965 01-NOV-2016	Registered	Pinnacle IP, LLC
BOSTON TRAVELER	USA	77847431 13-OCT-2009	3802522 15-JUN-2010	Registered/ Renewed	KNS International, L.L.C.
BOSTON TRAVELER	USA	78751686 10-NOV-2005	3158021 17-OCT-2006	Registered/ Renewed	Pinnacle IP, LLC
BRINLEY CO.	USA	85643616 05-JUN-2012	4282335 29-JAN-2013	Registered	Pinnacle IP, LLC
BRINLEY CO.	USA	85325909 20-MAY-2011	4124586 10-APR-2012	Registered	Pinnacle IP, LLC
BRUMBY	USA	77525277 17-JUL-2008	3652460 07-JUL-2009	Registered/ Renewed	Pinnacle IP, LLC
BRUMBY	USA	77525281 17-JUL-2008	3670650 18-AUG-2009	Registered/ Renewed	Pinnacle IP, LLC
COMPANIONS	USA	86416300 06-OCT-2014	4743329 26-MAY-2015	Registered	Pinnacle IP, LLC

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Current Owner of Record
DAXX	USA	85863708 28-FEB-2013	4403418 17-SEP-2013	Registered	Pinnacle IP, LLC
Bird Logo 	USA	88750980 08-JAN-2020	6102107 14-JUL-2020	Registered	Pinnacle IP, LLC
V Logo 	USA	87252791 30-NOV-2016	5236469 04-JUL-2017	Registered	Pinnacle IP, LLC
HAILEY JEANS CO.	USA	85643597 05-JUN-2012	4282334 29-JAN-2013	Registered	KNS International, L.L.C.
HAILEY JEANS CO.	USA	85335135 01-JUN-2011	4124641 10-APR-2012	Registered	Pinnacle IP, LLC
J + C	USA	87896351 27-APR-2018	5607180 13-NOV-2018	Registered	Pinnacle IP, LLC
JC Logo 	USA	88108133 07-SEP-2018	5722203 09-APR-2019	Registered	Pinnacle IP, LLC
JC Logo 	USA	86954641 28-MAR-2016	5072962 01-NOV-2016	Registered	Pinnacle IP, LLC
JC JOURNEE COLLECTION & Design 	USA	85669433 05-JUL-2012	4693989 03-MAR-2015	Registered	Pinnacle IP, LLC
JC JOURNEE COLLECTION & Design 	USA	77398773 15-FEB-2008	3501706 16-SEP-2008	Registered/ Renewed	Pinnacle IP, LLC

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Current Owner of Record
JC JOURNEE COLLECTION & Design 	USA	77382433 28-JAN-2008	3504377 23-SEP-2008	Registered/ Renewed	Pinnacle IP, LLC
JOURNEE COLLECTION	USA	87615166 20-SEP-2017	5548853 28-AUG-2018	Registered	Pinnacle IP, LLC
JOURNEE SIGNATURE	USA	88233365 18-DEC-2018	5825708 06-AUG-2019	Registered	Pinnacle IP, LLC
JOURNEY + CREW	USA	87896290 27-APR-2018	6224751 22-DEC-2020	Registered	Pinnacle IP, LLC
OXFORD & FINCH	USA	85447628 14-OCT-2011	4302267 12-MAR-2013	Registered	KNS International, L.L.C.
OXFORD AND FINCH	USA	85234091 04-FEB-2011	4094640 31-JAN-2012	Registered/ Renewed	Pinnacle IP, LLC
SIGNATURE BY JOURNEE	USA	88233414 18-DEC-2018	5825709 06-AUG-2019	Registered	Pinnacle IP, LLC
TERRITORY	USA	88750793 08-JAN-2020	6102106 14-JUL-2020	Registered	Pinnacle IP, LLC
TERRITORY	USA	86223792 17-MAR-2014	4804901 01-SEP-2015	Registered	Pinnacle IP, LLC
THOMAS & VINE	USA	87854871 29-MAR-2018	5601048 06-NOV-2018	Registered	Pinnacle IP, LLC
TRESSA COLLECTION & Design 	USA	85565849 09-MAR-2012	4369546 16-JUL-2013	Registered	KNS International, L.L.C.
TUCK & VON	USA	88740339 27-DEC-2019	6173192 13-OCT-2020	Registered	Pinnacle IP, LLC
TW TERRITORY	USA	86264000 28-APR-2014	4804962 01-SEP-2015	Registered	Pinnacle IP, LLC
VANCE CO.	USA	87252760 30-NOV-2016	5244808 18-JUL-2017	Registered	Pinnacle IP, LLC
VANCE SHOE CO.	USA	87252772 30-NOV-2016	5244809 18-JUL-2017	Registered	Pinnacle IP, LLC
WHERE WILL YOUR SHOES TAKE YOU?	USA	87348875 24-FEB-2017	5285917 12-SEP-2017	Registered	Pinnacle IP, LLC

TRADEMARK APPLICATIONS:

28409772

TRADEMARK
REEL: 007490 FRAME: 0191

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Current Owner of Record
BLISS FOOTWEAR	USA	90867223 05-AUG-2021	—	Pending	Pinnacle IP, LLC
COMFORT FLEX	USA	90626526 06-APR-2021	—	Pending	Pinnacle IP, LLC
IN COMFORTFOAM	USA	90689107 04-MAY-2021	—	Pending	Pinnacle IP, LLC
TRU COMFORT FOAM	USA	90689072 04-MAY-2021	—	Pending	Pinnacle IP, LLC