

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROCKY BRANDS US, LLC		01/05/2024	Limited Liability Company: DELAWARE
US FOOTWEAR HOLDINGS LLC		01/05/2024	Limited Liability Company: DELAWARE
ROCKY BRANDS, INC.		01/05/2024	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	00 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	7068314	ROCKY BRANDS	
Registration Number:	6907183		
Registration Number:	6913354	D	
Registration Number:	6540248	DURANGO	
Registration Number:	6569629	DURANGO REBEL PRO	
Registration Number:	7176421	MUCKDRY	
Registration Number:	7176422	MUCKGRIP	
Registration Number:	6872995	MUCKPROOF	
Serial Number:	97609189	GLACIER TREK	
Serial Number:	97530785	1ST MED	
Serial Number:	97915660	WHAT WINNERS WEAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		

CH \$290.00 7068314

Email: mnocera@winston.com
Correspondent Name: Melissa Nocera
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 001740.00362

NAME OF SUBMITTER: Melissa Nocera

SIGNATURE: /Melissa Nocera/

DATE SIGNED: 01/08/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 5, 2024, by ROCKY BRANDS US, LLC, a Delaware limited liability company ("Rocky US"), US FOOTWEAR HOLDINGS LLC, a Delaware limited liability company ("US Footwear") and ROCKY BRANDS, INC., an Ohio corporation ("Rocky" and together with US Footwear and Rocky US, 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, 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, the Grantors are 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 trademarks, trademark applications and trademark 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 trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. each trademark license, including, without limitation, each trademark 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 trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark 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 Trademark 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 Trademark 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

ROCKY BRANDS US, LLC a Delaware limited liability company

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 HB*
Name: *Brad H. Breidenbach*
Title: *Senior Vice President*

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
ROCKY BRANDS	Rocky Brands, Inc.	Registered	7068314	05/30/23
[Design Only]	Rocky Brands, Inc.	Registered	6907183	11/22/22
D	Rocky Brands US, LLC	Registered	6913354	11/29/22
DURANGO	Rocky Brands US, LLC	Registered	6540248	10/26/21
DURANGO REBEL PRO	Rocky Brands US, LLC	Registered	6569629	11/23/21
MUCKDRY	US Footwear Holdings LLC	Registered	7176421	09/26/23
MUCKGRIP	US Footwear Holdings LLC	Registered	7176422	09/26/23
MUCKPROOF	US Footwear Holdings LLC	Registered	6872995	10/11/22

2. TRADEMARKS APPLICATIONS

Trademark	Owner	Status in Trademark Office	Application Number	Application Date
GLACIER TREK	US Footwear Holdings LLC	Pending application filed 09/27/22	97609189	09/27/22
1ST MED	Rocky Brands, Inc.	Pending application filed 08/02/22	97530785	08/02/22
WHAT WINNERS WEAR	Rocky Brands US, LLC	Pending application filed 05/01/23	97915660	05/01/23

3. INTELLECTUAL PROPERTY LICENSES

None.