

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM369822

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Agreement		
RESUBMIT DOCUMENT ID:	900349638		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OOFOS LLC		12/15/2015	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	MB Capital Fund IV, LLC		
Street Address:	500 Edgewater Drive, Suite 555		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4688037	FEEL THE OO	
Registration Number:	4407860	OO	
Registration Number:	4407859	OOFOAM	
Registration Number:	4140410	OOFOS	
Serial Number:	86089159	REJOOV	
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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	George W. Tibeault, Esq.		
Address Line 1:	60 State Street Suite 700		
Address Line 4:	Boston, MASSACHUSETTS 01742		
NAME OF SUBMITTER:	George W. Thibeault		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	01/20/2016		
Total Attachments: 24			

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368280

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Agreement		
RESUBMIT DOCUMENT ID:	900349000		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OOFOS LLC		12/15/2015	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	MB Capital Fund IV, LLC		
Street Address:	500 Edgewater Drive, Suite 555		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4688037	FEEL THE OO	
Registration Number:	4407860	OO	
Registration Number:	4407859	OOFOAM	
Registration Number:	4140410	OOFOS	
Serial Number:	86089159	REJOOV	
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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	George W. Tibeault, Esq.		
Address Line 1:	60 State Street Suite 700		
Address Line 4:	Boston, MASSACHUSETTS 01742		
NAME OF SUBMITTER:	George W. Thibeault		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	01/07/2016		
Total Attachments: 3			

Execution Copy

“This Intellectual Property Security Agreement, the rights and obligations evidenced hereby, and the indebtedness evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement (the “Intercreditor Agreement”) dated as of December 15, 2015 among Eastern Bank, as Senior Lender to the Senior Loan Liabilities (as defined in the Intercreditor Agreement); and each holder of this Intellectual Property Security Agreement, by its acceptance hereof, shall be bound by the provisions of the Intercreditor Agreement.”

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated December 15, 2015 (the “IP Security Agreement”) is executed by and between OOFOS, LLC, a Nevada limited liability company, having a principal place of business located at 135 Chief Justice Cushing Highway, Cohasset, Massachusetts 02025 (the “Debtor”), and MB Capital Fund IV, LLC, a Massachusetts limited liability company, having offices located at 50 Edgewater Drive, Suite 555, Wakefield, Massachusetts 01880 (the “Lender”).

RECITALS

A. Pursuant to the terms of that certain Note and Warrant Purchase Agreement of even date herewith (as the same may be amended, restated or otherwise modified from time to time, the “Purchase Agreement”) by and between the Debtor and the Lender, the Lender has made a certain loan to the Debtor (the “Loan Facility”), as evidenced by a Note, of even date herewith, in the original principal amount of \$2,000,000, (as the same may be amended, restated or otherwise modified from time to time, the “Note”) made by the Debtor payable to the order of the Lender. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Purchase Agreement.

B. To induce Lender to the establish the Loan Facility in favor of Debtor pursuant to the terms of the Purchase Agreement, Debtor desires to grant a security interest to Lender in all of Debtor’s right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined in Section 1 hereof).

C. This Intellectual Property Security Agreement is being granted in addition to, and in conjunction with, that certain Security Agreement of even date granted by the Debtor in favor of the Lender (referred to herein as the “Security Agreement”) and is intended to be read and interpreted in harmony with the Security Agreement. Any conflicts between the provisions of this IP Security Agreement and the Security Agreement shall be resolved in favor of (i) the more restrictive provision when considering the obligations of the Debtor, and (ii) the more favorable provision when considering the rights and remedies of the Lender.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Security Interest.** As security for the Obligations described in Section 2 hereof, the Debtor hereby grants to the Lender a security interest in, and pledges and assigns to the Lender, the property described below, together with any and all accessions, additions and improvements thereto and substitutions and replacements and proceeds thereof (hereinafter referred to collectively as the "Collateral"):

(a) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Patents"): (i) all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (ii) all reissues, continuations, continuations-in-part or extensions thereof; (iii) all petty patents, divisionals, and patents of addition; and (iv) all patents to be issued under any such applications, including, without limitation, all of the foregoing set forth on Schedule A attached hereto;

(b) All of the following property, now owned or hereafter acquired by the Debtor in which the Debtor now holds or hereafter acquires any interest (collectively, the "Copyrights"): (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, of any State thereof, or of any other country; (iii) all continuations, renewals or extensions thereof; and (iv) all registrations to be issued under any pending applications, including, without limitation, all of the foregoing set forth on Schedule B attached hereto;

(c) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (i) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof, including, without limitation, all of the foregoing set forth on Schedule C attached hereto;

(d) Any Patent license, Copyright license, Trademark license or other license of rights or interests now held or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest and any renewals or extensions thereof, including, without limitation, all of the foregoing set forth on Schedule D attached hereto;

(e) Debtor's software, source codes, trade secrets and inventions (whether or not patented or patentable);

(f) Debtor's technical information, procedures, processes, designs, knowledge, and know-how; Debtor's data bases, models and drawings;

(g) Debtor's skill, expertise, and experience; Debtor's websites, world wide web addresses, domain names, URL's, moral rights, publicity rights, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not compromise or are not protected by the Patents, Trademarks, Copyrights or Licenses;

(h) Debtor's applications therefor and reissues, extensions, or renewals thereof; and

(i) Debtor's goodwill associated with any of the foregoing, together with Debtor's rights to sue and collect damages for past, present and future infringement of the foregoing and the goodwill associated therewith.

2. **Secured Obligations.** The security interest hereby granted shall secure the due and punctual payment and performance of the Purchase Agreement and the Note, including, without limitation all Indebtedness of the Debtor to the Lender (collectively, the "Obligations").

3. **Special Warranties and Covenants of the Debtor.** The Debtor hereby warrants and covenants to the Lender that:

(a) The address shown at the beginning of this IP Security Agreement is the principal place of business of the Debtor (the "Premises"). The Debtor will not, without at least ten (10) days prior written notice to the Lender, change (i) its principal place of business, (ii) any other place of business, or (iii) the location of any single item or related group of items of Collateral if in case of either (ii) or (iii) above such change of location of Collateral would require the Lender to file any additional financing statement to perfect their security interests in such Collateral.

(b) Except for the security interest granted hereby, and for Permitted Liens, the Debtor is, and as to the Collateral acquired after the date hereof the Debtor will be, the owner of the Collateral free from any lien, security interest, or encumbrance (other than liens or encumbrances arising by operation of law or the Loan Documents or Permitted Liens), and the Debtor will defend the Collateral against all claims and demands of all other persons. To the best of the Debtor's knowledge and belief, no other financing statement or filing covering any of the Collateral is on file nor will the Debtor permit any adverse financing statement or filing to be on file in any public office except such filings that evidence the Lender's security interest in the Collateral and other filings evidencing Permitted Liens.

(c) The Debtor warrants that it is the owner by proper and valid assignment of all of the Collateral, and that, except for sales or dispositions not material in value and not material to the Debtor's business, it will not sell or otherwise dispose of any of the Collateral or any interest therein without the prior written consent of the Lender.

(d) The Debtor will promptly deliver, in form and substance satisfactory to the Lender (or if permitted by law, the Lender may themselves execute and file, and at the Lender's request, the Debtor will join with the Lender in executing, in all public offices wherever filing is deemed by the Lender to be necessary or desirable) such financing statements, filings, certificates and other documents or instruments to enable the Lender to perfect or from time to time renew the security interests granted hereby, and to perfect or from time to time renew a security interest in any additional Collateral hereafter acquired by the Debtor or in any replacements or proceeds thereof.

(e) The Debtor does not, and in the absence of prior written notice to the Lender, the Debtor will not, conduct business under any trade name or name other than its corporate name.

(f) The Schedules hereto are intended to, and Debtor represents the Schedules do include as Collateral, all intellectual property now held by the Debtor, and may be updated from time to time as necessary or at the request of the Lender to include any hereafter acquired intellectual property. The Debtor will, in addition, from time to time at the request of the Lender, do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Lender may require more completely to vest or confirm in and assure to the Lender its rights hereunder and in and to the Collateral.

(g) At its option, the Lender may discharge taxes (except those contested in good faith), liens, security interests, or other encumbrances (other than those permitted herein) at any time levied or placed on the Collateral, and may pay for and take any other action which they deem appropriate for the maintenance and preservation of the Collateral. The Debtor shall reimburse the Lender on demand for any payment made, or any expenses incurred, by the Lender pursuant to this Section 3(g).

(h) The Debtor shall notify the Lender promptly of all material claims against the Collateral. The Debtor shall not settle any material dispute or claim without the Lender's consent, not to be unreasonably withheld, delayed, or conditioned, unless such settlement has no adverse impact on the Collateral or the Lender's security interest therein. Upon the occurrence of any Event of Default (as defined in Section 4 hereof) and while same is continuing, the Lender may settle or adjust disputes or claims directly with customers or account debtors for amounts and upon terms which they consider reasonably advisable; and where the Debtor receives collateral of any kind or nature by reason of transactions between itself and its customers or account debtors, they will hold the same on the Lender's behalf, subject to the Lender's instructions, and as property forming part of the Collateral, except to the extent Debtor disposes of same pursuant to the provisions of the Purchase Agreement.

4. **Events of Default.** The occurrence of any one or more of the "Events of Default" as defined in the Purchase Agreement shall constitute an Event of Default under this IP Security Agreement while same is continuing.

5. **Remedies.** Upon and after the occurrence and during the continuance of an Event of Default, all of the Obligations may, at the option of the Lender and without demand, notice or legal process of any kind, be declared, and immediately shall become, due and payable.

Upon and after the occurrence and during the continuance of an Event of Default, the Lender shall have the following additional rights and remedies:

(a) All of the rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law or at equity, all of which rights and remedies shall be cumulative and non-exclusive, to the extent permitted by law, in addition to any other rights and remedies contained in this IP Security Agreement or in any document, instrument or agreement evidencing, governing or securing the Obligations.

(b) The right to (i) take possession of the Collateral, without resort to legal process and without prior notice to Debtor, and for that purpose Debtor hereby irrevocably appoints the Lender its attorney-in-fact to enter upon any premises on which the Collateral or any part thereof may be situated and remove the Collateral therefrom, or (ii) require the Debtor to assemble the Collateral and make it available to Lender in a place to be designated by the Lender within 50 miles of Debtor's chief executive office, in its sole discretion. Subject to the provisions of any applicable lease, the Debtor shall make available to the Lender all premises, locations and facilities necessary for the Lender's taking possession of the Collateral or for removing or putting the Collateral in saleable form.

(c) The right to sell or otherwise dispose of all or any part of the Collateral by public or private sale or sales. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Lender will give the Debtor at least ten (10) business days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition (which may include, without limitation, a public sale or lease of all or part of the Collateral) is to be made. The Debtor agrees that ten (10) business days is a reasonable time for such notice. The Lender, its employees, attorneys and agents may bid and become purchasers at any such sale, if public, and may purchase at any private sale any of the Collateral that is of a type customarily sold on a recognized market or which is subject to widely distributed standard price quotations. Any public or private sale shall be free from any right of redemption which the Debtor waives and releases. If there is a deficiency after such sale and the application of the net proceeds from such sale, the Debtor shall be responsible for the same, with interest.

(d) The Lender shall have the right (and Debtor irrevocably appoints the Lender as attorney-in-fact for the Debtor for this purpose, such appointment being coupled with an interest and exercisable during the continuance of an Event of Default), without prior notice to Debtor and without resort to legal process, to notify the persons liable for payment of the Accounts (as defined in the Uniform Commercial Code) at any time and direct such persons to make payments directly to the Lender, and to perform all acts the Debtor could take to collect on the Account, including, but without limitation, the right to notify postal authorities to change the address for delivery, open mail, endorse checks, bring collection suits, and realize upon Collateral securing the Accounts. At the Lender's request, during the continuance of an Event of Default, all bills and statements sent by the Debtor to the persons liable for payments of the Accounts shall state that they have been assigned to, and are solely payable to, the Lender, and Debtor shall direct persons liable for the payment of the Accounts to pay directly to the Lender any sums due or to become due on account thereof.

6. **Governmental Approvals.** The Lender acknowledges that in connection with any exercise by the Lender of its rights hereunder to dispose of or operate under the authorizations, permits and licenses covered hereby, it may be necessary to obtain the prior consent or approval of certain governmental authorities or instrumentalities. Notwithstanding anything to the contrary contained herein or in any security document, neither the Lender nor the Debtor will take any action pursuant to this IP Security Agreement or any of the security documents which would constitute or result in any assignment of a license, if such assignment of license would require under then existing law, the prior approval of any governmental authority or instrumentality, without first obtaining such approval of such governmental authority or instrumentality. Upon the exercise by the Lender of any power, right, privilege or remedy pursuant to this IP Security Agreement which requires any consent, approval, recording, qualification or authorization of any governmental authority or instrumentality, the Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Lender may be required to obtain for such governmental consent, approval, recording, qualification or authorization.

7. **Waivers.**

(a) THE LENDER AND DEBTOR KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST THE LENDER OR THE DEBTOR IN RESPECT OF THIS SECURITY AGREEMENT, ANY DOCUMENT, INSTRUMENT OR AGREEMENT EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS HEREBY SECURED OR THE COLLATERAL (THE "LOAN DOCUMENTS").

(b) THE DEBTOR HEREBY ACKNOWLEDGES THAT THIS SECURITY AGREEMENT IS PART OF A COMMERCIAL TRANSACTION.

(c) THE DEBTOR WAIVES NOTICE OF NON-PAYMENT, DEMAND, PRESENTMENT, PROTEST OR NOTICE OF PROTEST OF THE COLLATERAL AND ALL OTHER NOTICES (EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR HEREIN OR IN THE CREDIT AGREEMENT), CONSENTS TO ANY RENEWALS OR EXTENSIONS OF TIME OF PAYMENT THEREOF AND GENERALLY WAIVES ANY AND ALL SURETYSHIP DEFENSES AND DEFENSES IN THE NATURE THEREOF.

8. **General.**

(a) No waiver by the Lender of any failure to pay or perform shall be effective unless in writing nor operate as a waiver of any other failure to pay or perform or of the same failure to pay or perform on a future occasion, nor shall the failure or delay of the Lender to exercise, or the partial exercise of, any right, power or privilege provided for hereunder in any circumstances preclude the full exercise of such right, power or privilege in the same or similar circumstances in the future or the exercise of any other right or remedy.

(b) This IP Security Agreement is intended as the final, complete and exclusive statement of the provisions contained in this IP Security Agreement. No amendment,

modification, termination or waiver of any provision of this IP Security Agreement or consent to any departure by the Debtor therefrom shall, in any event, be effective unless the same shall be in writing and signed by the Lender. Any waiver of, or consent to any departure from, any provision of this IP Security Agreement shall be effective only in the specific instance of and for the specific purpose for which it is given, and shall not be deemed to extend to similar situations or to the same situation at a subsequent time. No notice to or demand upon the Debtor shall in any case entitle Debtor to any other or further notice or demand in similar or other circumstances.

(c) The Debtor hereby irrevocably authorizes the Lender at any time and from time to time to file initial financing statements, continuation statements and amendments thereto and such other filings in such locations and offices as the Lender shall deem necessary or appropriate to perfect the security interest granted herein, which such initial financing statements and such other filings may (a) indicate the Collateral (i) as all assets of the Debtor or words of similar effect regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment. Without limiting the generality of the foregoing, such other information may include, among other things, (i) whether the Debtor is an organization, the type of organization and any organization identification number issued to the Debtor, and (ii) in the case of a financing statement filed as a fixture filing or indication Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor agrees to furnish such information to the Lender promptly upon request. The Debtor also ratifies its authorization for the Lender to have filed any like initial financing statements or amendments thereto if filed prior to the date hereof.

(d) All rights of the Lender hereunder shall inure to the benefit of its successors and assigns, and all obligations of the Debtor shall bind its successors and assigns. The Lender shall have the unrestricted right at any time or from time to time, and without the Debtor's consent, to assign all or any portion of its rights and obligations hereunder to one or more banks or other financial institutions (each, an "Assignee"), and the Debtor agrees that it shall execute, or cause to be executed, such documents, including without limitation, amendments hereto and to any other documents executed in connection herewith or pursuant hereto as the Lender shall deem reasonably necessary to effect the foregoing. Upon the execution and delivery of appropriate assignment documentation, amendments and any other documentation required by the Lender in connection with such assignment, and the payment by Assignee of the purchase price agreed to by the Lender and such Assignee, such Assignee shall have all of the rights and obligations of the Lender hereunder (and under any and all other Loan Documents) to the extent that such rights and obligations have been assigned by the Lender pursuant to the assignment documentation between the Lender and such Assignee, and the Lender shall be released from its obligations hereunder and thereunder to a corresponding extent.

(e) Debtor shall pay to the Lender on demand any and all costs and expenses, including reasonable attorney's fees (but not including the costs and expenses allocated to the Lender's internal Legal Department), costs and expenses relating to the appraisal and/or valuation of assets and all costs and expenses incurred or paid by the Lender in exercising,

collecting, establishing, defending, preserving, protecting, or enforcing any of its rights in the Collateral or under any of the Obligations unless such amounts are directly attributable to a claim in which it is finally determined by a court of competent jurisdiction that the Lender has acted with gross negligence or willful misconduct.

(f) This IP Security Agreement and the security interest created hereby shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

(g) Whenever possible, each provision of this IP Security Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this IP Security Agreement shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective and the remainder of this IP Security Agreement shall not be affected.

(h) Upon receipt of an affidavit of an officer of the Lender as to the loss, theft, destruction or mutilation of this IP Security Agreement, and, in the case of any such loss, theft, destruction or mutilation, upon cancellation of such IP Security Agreement, the Debtor shall issue, in lieu thereof, a replacement agreement.

(i) Debtor hereby acknowledges receipt of a full completed copy of this IP Security Agreement.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as a sealed instrument as off the date first above written.

OOFOS, LLC

By: 

Louis Panaccione, Chief Executive Officer

MB CAPITAL FUND IV, LLC

By: Massachusetts Business Development Corporation, its
Manager

By: _____

Thomas A. Wooters, Jr., Managing Director

Signature Page to Intellectual Property Security Agreement

TRADEMARK

REEL: 005702 FRAME: 0412


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as a sealed instrument as off the date first above written.

OOFOS, LLC

By: _____
Louis Panaccione, Chief Executive Officer

MB CAPITAL FUND IV, LLC

By: Massachusetts Business Development Corporation, its
Manager

By:  _____
Thomas A. Wooters, Jr., Managing Director

Signature Page to Intellectual Property Security Agreement

SCHEDULE A
Patents

U.S. Patent # D621594

TRADEMARK

REEL: 005702 FRAME: 0414

SCHEDULE B

Copyrights

--None--

TRADEMARK

REEL: 005702 FRAME: 0415

SCHEDULE C

Trademarks

SEE: Attached Trademark Portfolio

Trademark	Client/Mark # Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
FEEL THE OO	4003.2007 United States of America	867319,224 24-Jun-2014	02-Dec-2014	17-465-2015 17-Feb-2015	Registered 17-Feb-2025
	<i>Class(es):</i> 25 Int. <i>Client:</i> OOFOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear <i>Priority Date:</i>				
OO (plus design)	4003.2002 China (People's Republic)	A0048743 02-Mar-2015		1258728 02-Mar-2015	WF Pending
	<i>Class(es):</i> 25 Int. <i>Client:</i> OOFOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear; soles for footwear; foam cushioning sold as component part of footwear <i>Priority Date:</i>				
OO (plus design)	4003.2002 European Community	A0048743 02-Mar-2015		1258728 02-Mar-2015	WF Pending
	<i>Class(es):</i> 25 Int. <i>Client:</i> OOFOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear; soles for footwear; foam cushioning sold as component part of footwear <i>Priority Date:</i>				
OO (plus design)	4003.2002 Int'l Registration - Madrid Protocol Only	A0048743 02-Mar-2015	30-Jul-2015	1258728 02-Mar-2015	WF GRANT 02-Mar-2025
	<i>Class(es):</i> 25 Int. <i>Client:</i> OOFOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear; soles for footwear; foam cushioning sold as component part of footwear <i>Priority Date:</i>				

Trademark Portfolio

Trademark	Client/Master # Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
OO (plus design)	4005.2002 Japan	A0048743 02-Mar-2013		1258728 02-Mar-2015	WF Pending
<i>Class(es):</i> 25 Int. <i>Client:</i> OOFOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear; soles for footwear; foam cushioning sold as component part of footwear					
OO (plus design)	4005.2002 Korea, Republic of	A0048743 02-Mar-2015		1258728 02-Mar-2015	WF Pending
<i>Class(es):</i> 25 Int. <i>Client:</i> OOFOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear; soles for footwear; foam cushioning sold as component part of footwear					
OO (plus design)	4005.2002 Thailand	1003860 07-Sep-2013			Pending
<i>Class(es):</i> 25 Int. <i>Client:</i> OOFOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Soles for footwear; shoes (except sport shoes); sports shoes					
OO (plus design)	4005.2002 United States of America	1258728 19-Mar-2012	04-Dec-2012	1003860 24-Sep-2013	Registered 24-Sep-2023
<i>Class(es):</i> 25 Int. <i>Client:</i> OOFOS LLC <i>Owner:</i> OOFOS LLC <i>Goods:</i> 25 Int.: Footwear; soles for footwear; foam cushioning sold as component part of footwear					

Trademark	Client/Matter # Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
OOFOAM	4005.2003 United States of America	85/572,894 19-Mar-2012	27-Nov-2012	4307,859 24-Sep-2013	Registered 24-Sep-2023
<p><i>Class(es):</i> 25 Int. <i>Client:</i> OOFOOS LLC <i>Owner:</i> OOFOOS LLC <i>Goods:</i> 25 Int.: Footwear; foam cushioning sold as component part of footwear</p>					
OOPOS	4005.2001 Australia	1431128 16-Jun-2011	06-Oct-2011	1431128 16-Jan-2012	Registered 16-Jun-2021
<p><i>Class(es):</i> 25 Int. <i>Client:</i> OOFOOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear; soles for footwear</p>					
OOPOS	4005.2001 Canada	1691038 25-Aug-2014	08-Jul-2015		Published
<p><i>Class(es):</i> 25 Int. <i>Client:</i> OOFOOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear, namely, casual footwear, sports footwear, clogs, sandals, thong sandals</p>					
OOPOS	4005.2001 China (People's Republic)	9701636 [1-Jul-2012]	20-May-2012	9701636 21-Aug-2012	Registered 20-Aug-2022
<p><i>Class(es):</i> 23 Int. <i>Client:</i> OOFOOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Clothing; layettes [clothing]; bathing suits; waterproof clothing; masquerade costumes track shoes; hats; hosiery; gloves [clothing]; neckties; belts [clothing]; wedding cloth; caps (shower-); sleep masks; footwear; soles for footwear</p>					

Trademark	Client/Matrix # Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
OOPOS	4005.2001 Costa Rica	2014-009750 07-Nov-2014	30-Mar-2015	244219 03-Jun-2015	Registered 05-Jun-2025
	<i>Class(es):</i> 25 Int. <i>Client:</i> OOPOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear		<i>Priority Date:</i>		
OOPOS	4005.2001 European Community	009760043 23-Feb-2011	2011/077 20-Apr-2011	9760042 17-Nov-2011	Registered 23-Feb-2021
	<i>Class(es):</i> 17 Int., 25 Int. <i>Client:</i> OOPOS LLC <i>Owner:</i> <i>Goods:</i> 17 Int.: Foam for use in the manufacture of footwear 25 Int.: Footwear comprised of foam; soles for footwear comprised of foam		<i>Priority Date:</i> 24-Aug-2010		
OOPOS	4005.2001 Hong Kong	301949013 17-Jun-2011	29-Jul-2011	301949013 17-Jun-2011	Registered 16-Jun-2021
	<i>Class(es):</i> 25 Int. <i>Client:</i> OOPOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Clothing, footwear, headgear, soles for footwear		<i>Priority Date:</i>		
OOPOS	4005.2001 Indonesia	D00 2011 035130 06-Sep-2011	18/JA/2013 27-Feb-2013	IDM4080389213 10-Jun-2013	Registered 06-Sep-2021
	<i>Class(es):</i> 25 Int. <i>Client:</i> OOPOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear; soles for footwear		<i>Priority Date:</i>		

Trademark	Client/Matter # Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
OOPOS	4005.2801 Israel	267860 28-Aug-2014			Pending
	<i>Class(es):</i> 25 Int. <i>Client:</i> OOPOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear		<i>Priority Date:</i>		
OOPOS	4005.2801 Japan	2011-41821 16-Jan-2011		5438173 16-Dec-2011	Registered 16-Dec-2021
	<i>Class(es):</i> 25 Int. <i>Client:</i> OOPOS LLC <i>Owner:</i> OOPOS LLC <i>Goods:</i> 25 Int.: Footwear; soles for footwear		<i>Priority Date:</i>		
OOPOS	4005.2801 Korea, Republic of	40-2011-0022967 16-Jun-2011	40-2011-0092027 07-Dec-2011	40-0908845 07-Mar-2012	Registered 07-Mar-2022
	<i>Class(es):</i> 25 Int. <i>Client:</i> OOPOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear; soles for footwear; parts and accessories of footwear		<i>Priority Date:</i>		
OOPOS	4005.2805 Korea, Republic of	40-2012-32123 20-Aug-2012	12-Feb-2013	40-068268 08-May-2013	Registered 08-May-2022
	<i>Class(es):</i> 18 Int. <i>Client:</i> OOPOS LLC <i>Owner:</i> <i>Goods:</i> 18 Int.: Bags, backpacks and purses		<i>Priority Date:</i>		

Trademark Portfolio					
Trademark	Client/Matter # Country Name	Application Number/Date	Publication Number/Date	Registrations Number/Date	Status Next Renewal
OOPOS	4005.2001 Mexico <i>Class(es):</i> 25 Int. <i>Client:</i> OOPOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear	1546915 07-Nov-2014		1528289 09-Apr-2015	Registered 07-Nov-2024
OOPOS	4005.2001 New Zealand <i>Class(es):</i> 25 Int. <i>Client:</i> OOPOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear	1003669 21-Aug-2014	26-Sep-2014	1003669 24-Feb-2015	Registered 21-Aug-2024
OOPOS	4005.2001 Philippines <i>Class(es):</i> 25 Int. <i>Client:</i> OOPOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear	04-2014-010563 23-Aug-2014	10-Oct-2014	04-2014-010563 10-Nov-2014	Registered 10-Nov-2024
OOPOS	4005.2001 Singapore <i>Class(es):</i> 25 Int. <i>Client:</i> OOPOS LLC <i>Owner:</i> <i>Goods:</i> 25 Int.: Footwear	T14135121 23-Aug-2014	09-Jan-2015	T14135121 16-Mar-2015	Registered 23-Aug-2024

TRADEMARK PORTFOLIO

Trademark	Client/Matter # Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
OOPOS	4005.2001 Thailand	814890 01-Aug-2011	3084/119 31-May-2012	TM235023 19-Oct-2012	Registered 31-Jul-2021

Class(es): 25 Int.
Client: OOPOS LLC
Owner:
Goods: 25 Int.: Sales for footwear, shoes (except sport shoes), sports shoes
Priority Date:

OOPOS	4005.2001 Vietnam	4-2011-04032 11-Jul-2011		189349 14-Aug-2012	Registered 11-Jul-2021
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Class(es): 25 Int.
Client: OOPOS LLC
Owner:
Goods: 25 Int.: Footwear, soles for footwear
Priority Date:

OOPOS (child application)	4005.2004 United States of America	85976474 24-Aug-2010		08-May-2012 08-May-2022	Registered 08-May-2022
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Class(es): 25 Int.
Client: OOPOS LLC
Owner: OOPOS LLC
Goods: 25 Int.: Footwear
Priority Date:

RELIGION	4005.2006 United States of America	86082139 11-Oct-2013			Suspended
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Class(es): 25 Int.
Client: OOPOS LLC
Owner:
Goods: 25 Int.: Footwear
Priority Date:

SCHEDULE D

Licenses

Fine Chemical Co., Ltd., a Korean company, ("Fine Chemical") licenses certain intellectual property to the Company used in the manufacture of foam for the Company's products sold under the Company's "OOFOS" and "OOFOAM" trademarks (the "Technology") and manufactures products for the Company under a License and Supply Agreement dated March 15, 2013 among the Company, Fine Chemical and SY Lee, an affiliate of Fine Chemical (the "Fine Chemical Agreement"). The license is world-wide and perpetual, subject to the terms of the Fine Chemical Agreement, and is exclusive as to the Company's current and planned products. The Fine Chemical Agreement also provides for purchase by the Company of minimum quantities of products. Purchases of products are made through Prime International, LTD ("Prime International"), a member of the Company, which has a Service Agreement with the Company. In addition, pursuant to the terms of an Escrow Agreement dated March 15, 2013 (the "Escrow Agreement"), Fine Chemical has escrowed documentation outlining the Technology to enable the Company to obtain a substitute or additional manufacturers of foam and products if Fine Chemical is unable or otherwise fails to produce foam and products in the amounts required by the Fine Chemical Agreement. The Fine Chemical Agreement and the Escrow Agreement have been provided to Lender.