

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422023

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Payless ShoeSource Worldwide, Inc.		03/31/2017	Corporation: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Products Corp.		
<b>Street Address:</b>	225 West Washington Street, 21st Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4802871	COMFORT PLUS BY PREDICTIONS	
<b>Registration Number:</b>	4852020	DANCE CLOUDS	
<b>Registration Number:</b>	4716500	FIONI NIGHT	
<b>Registration Number:</b>	4632537	GUSTO	
<b>Registration Number:</b>	4723765	M	
<b>Registration Number:</b>	4727449	MINICCI	
<b>Registration Number:</b>	4692540	P	
<b>Registration Number:</b>	4780742	P	
<b>Registration Number:</b>	5079476	PAYLESS FOR STYLE	
<b>Registration Number:</b>	4716194	PAYLESS INSIDER	
<b>Registration Number:</b>	4692541	PAYLESS SHOESOURCE	
<b>Registration Number:</b>	4716530	PAYLESS SHOESOURCE	
<b>Registration Number:</b>	4690011	PAYLESS SUPER STORE	
<b>Serial Number:</b>	87104049	ZOE & ZAC	
<b>Registration Number:</b>	4716435	TEENY TOES	
<b>Registration Number:</b>	5054774	UNFORGETTABLE MOMENTS	
<b>Registration Number:</b>	4692538	UNWIND	
<b>Registration Number:</b>	4692348		

OP \$465.00 4802871

**CORRESPONDENCE DATA****Fax Number:** 2148558200*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:** 2148558000**Email:** chris.andersen@nortonrosefulbright.com**Correspondent Name:** Chris R. Andersen**Address Line 1:** 2200 Ross Avenue, Suite 3600**Address Line 2:** Norton Rose Fulbright US LLP**Address Line 4:** Dallas, TEXAS 75201-7932**ATTORNEY DOCKET NUMBER:** Cortland/Payless**NAME OF SUBMITTER:** Chris R. Andersen**SIGNATURE:** /chris r andersen/**DATE SIGNED:** 04/01/2017**Total Attachments: 6**

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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

March 31, 2017

Reference is made to (i) that certain First Lien Security Agreement, dated as of March 11, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Payless, Inc. and the other Grantors (as defined therein) party thereto (collectively, the "Grantors") in favor of Cortland Products Corp., as successor-by-assignment to Morgan Stanley Senior Funding, Inc., as prior administrative agent and prior collateral agent (in such capacity, the "Collateral Agent"), and (ii) that certain Grant of First Lien Security Interest in United States Trademarks dated as of March 11, 2014 and recorded with the United States Patent and Trademark Office ("USPTO") on March 20, 2014 at Reel 5240 and Frame 0872 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Grant"), by Grantors in favor of the Collateral Agent.

Pursuant to the Security Agreement and the Grant, the undersigned Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, and does hereby grant, to the Collateral Agent a continuing security interest in and continuing lien upon, (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (except any intent-to-use applications for trademark registrations for which a statement of use has not yet been filed) set forth on Schedule I attached hereto (the "Marks"), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, (iv) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) any and all rights corresponding thereto throughout the world, and (vi) any and all rights to sue for past, present or future infringements thereof.

The Grantor and the Collateral Agent hereby acknowledge and agree that the security interest in the foregoing Marks (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as a present assignment of any trademark or trademark application.

The Grantor and the Collateral Agent hereby authorize the Commissioner for Trademarks of the USPTO and any other applicable government officer to record this Notice of Grant of Security Interest in Trademarks.

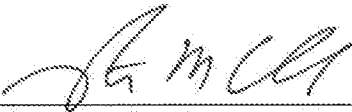
This Notice of Grant of Security Interest in Trademarks may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

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IN WITNESS WHEREOF, the undersigned have executed this Notice of Grant of Security Interest in Trademarks as of the date first above written.

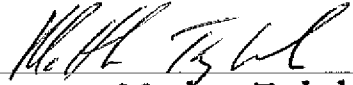
**GRANTOR:**

**PAYLESS SHOESOURCE WORLDWIDE, INC.**

By:   
Name: Robert M. Carroll  
Title: Vice President and Secretary

Accepted and agreed to as of the date first above written.


**CORTLAND PRODUCTS CORP.**  
**as Collateral Agent**

By:   
Name: Matthew Trybula  
Title: Associate Counsel

**SCHEDULE I  
TRADEMARKS**

<b>Mark/Name</b>	<b>App. No./Reg. No.</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Owner Information</b>	<b>Status/Status Date</b>
<u>COMFORT PLUS BY PREDICTIONS</u>	RN: 4802871 SN: 86487937	December 22, 2014	September 1, 2015	Payless Shoesource Worldwide, Inc	Registered September 1, 2015
<u>DANCE CLOUDS</u>	RN: 4852020 SN: 86242390	April 4, 2014	November 10, 2015	Payless Shoesource Worldwide, Inc.	Registered November 10, 2015
<u>FIONI NIGHT</u>	RN: 4716500 SN: 86419292	October 9, 2014	April 7, 2015	Payless Shoesource Worldwide, Inc	Registered April 7, 2015
<u>GUSTO</u>	RN: 4632537 SN: 86300453	June 4, 2014	November 4, 2014	Payless Shoesource Worldwide, Inc.	Registered November 4, 2014
<u>M (Stylized)</u> 	RN: 4723765 SN: 86396722	September 16, 2014	April 21, 2015	Payless Shoesource Worldwide, Inc	Registered April 21, 2015
<u>MINICCI</u>	RN: 4727449 SN: 86396726	September 16, 2014	April 28, 2015	Payless Shoesource Worldwide, Inc	Registered April 28, 2015
<u>P and Design</u> 	RN: 4692540 SN: 86359297	August 6, 2014	February 24, 2015	Payless Shoesource Worldwide, Inc.	Registered February 24, 2015
<u>P and Design</u> 	RN: 4780742 SN: 86432696	October 23, 2014	July 28, 2015	Payless Shoesource Worldwide, Inc.	Registered July 28, 2015

Mark/Name	App. No./Reg. No.	Application Date	Registration Date	Owner Information	Status/Status Date
<u>PAYLESS FOR STYLE</u>	RN: 5079476 SN: 86795680	October 22, 2015	November 8, 2016	Payless Shoesource Worldwide, Inc.	Registered November 8, 2016
<u>PAYLESS INSIDER</u>	RN: 4716194 SN: 86379410	August 28, 2014	April 7, 2015	Payless Shoesource Worldwide, Inc	Registered April 7, 2015
<u>PAYLESS SHOESOURCE</u>	RN: 4692541 SN: 86359304	August 6, 2014	February 24, 2015	Payless Shoesource Worldwide, Inc.	Registered February 24, 2015
<u>PAYLESS SHOESOURCE</u>	RN: 4716530 SN: 86432626	October 23, 2014	April 7, 2015	Payless Shoesource Worldwide, Inc	Registered April 7, 2015
<u>PAYLESS SUPER STORE</u>	RN: 4690011 SN: 86265341	April 29, 2014	February 17, 2015	Payless Shoesource Worldwide, Inc.	Registered February 17, 2015
<u>TEENY TOES</u>	RN: 4716435 SN: 86396746	September 16, 2014	April 7, 2015	Payless Shoesource Worldwide, Inc	Registered April 7, 2015
<u>UNFORGETTABLE MOMENTS</u>	RN: 5054774 SN: 87012333	April 25, 2016	October 4, 2016	Payless Shoesource Worldwide, Inc.	Registered October 4, 2016
<u>UNWIND</u>	RN: 4692538 SN: 86358058	August 5, 2014	February 24, 2015	Payless Shoesource Worldwide, Inc.	Registered February 24, 2015
<u>ZOE &amp; ZAC</u>	SN: 87104049	July 14, 2016		Payless Shoesource	Published December 27,

Mark/Name	App. No./Reg. No.	Application Date	Registration Date	Owner Information	Status/Status Date
				Worldwide, Inc.	2016
<u>Design Only</u> 	RN: 4692348 SN: 86341627	July 18, 2014	February 24, 2015	Payless Shoesource Worldwide, Inc.	Registered February 24, 2015