

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547856

<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>
DRS Acquisition LLC		11/01/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>Internal Address:</b>	44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 140</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77287803	16 HOUR	
<b>Serial Number:</b>	85543331	ACTIVE SERIES	
<b>Serial Number:</b>	87055432	AIRCOOL	
<b>Serial Number:</b>	73593331	AIR-PILLO	
<b>Serial Number:</b>	87908155	AMERICAN LIFESTYLE COLLECTION DR. SCHOLL	
<b>Serial Number:</b>	76188582	ARCH GUARD	
<b>Serial Number:</b>	86746652	ARE YOU GELLIN'?	
<b>Serial Number:</b>	77619477	BLISTERDEFENSE	
<b>Serial Number:</b>	77558066	CF 110	
<b>Serial Number:</b>	77558071	CF 120	
<b>Serial Number:</b>	77558078	CF 130	
<b>Serial Number:</b>	77558618	CF 210	
<b>Serial Number:</b>	77558627	CF 220	
<b>Serial Number:</b>	77558080	CF 230	
<b>Serial Number:</b>	77558095	CF 310	
<b>Serial Number:</b>	77558097	CF 320	
<b>Serial Number:</b>	77558103	CF 330	
<b>Serial Number:</b>	77558106	CF 340	
<b>TRADEMARK</b>			

CH \$3515.00 77287803

Property Type	Number	Word Mark
Serial Number:	77558108	CF 410
Serial Number:	77558115	CF 420
Serial Number:	77558624	CF 430
Serial Number:	77558626	CF 440
Serial Number:	87116643	CF 510
Serial Number:	87116628	CF 520
Serial Number:	87116648	CF 530
Serial Number:	87116654	CF 540
Serial Number:	87116635	CF 550
Serial Number:	87116658	CF 610
Serial Number:	87116661	CF 620
Serial Number:	87116669	CF 630
Serial Number:	87116676	CF 640
Serial Number:	87116685	CF 650
Serial Number:	87116690	CF 660
Serial Number:	87116699	CF 670
Serial Number:	77767147	CHANGE THE WAY IT FEELS TO BE IN HEELS
Serial Number:	73770880	CLEAR AWAY
Serial Number:	78979506	CRADLEFLEX
Serial Number:	77558117	CUSTOM FIT
Serial Number:	87187797	CUSTOM FIT
Serial Number:	75152251	DOUBLE AIR-PILLO
Serial Number:	86834370	DR. SCHOLL'S
Serial Number:	76324633	DR. SCHOLL'S
Serial Number:	76393574	DR SCHOLL'S
Serial Number:	87831470	DR. SCHOLL'S
Serial Number:	86294382	DR. SCHOLL'S
Serial Number:	73332431	DR. SCHOLL'S
Serial Number:	77261251	DR. SCHOLL'S
Serial Number:	77193920	DR. SCHOLL'S
Serial Number:	78675937	DR. SCHOLL'S
Serial Number:	87417000	DR. SCHOLL'S
Serial Number:	77638681	DR. SCHOLL'S
Serial Number:	77638676	DR. SCHOLL'S
Serial Number:	77638673	DR. SCHOLL'S
Serial Number:	77899749	DR. SCHOLL'S
Serial Number:	75451152	DR SCHOLL'S
Serial Number:	75981869	DR SCHOLL'S

Property Type	Number	Word Mark
Serial Number:	73332432	DR SCHOLL'S
Serial Number:	87831479	DR. SCHOLL'S
Serial Number:	87416990	DR. SCHOLL'S
Serial Number:	87301807	DR. SCHOLL'S
Serial Number:	87301818	DR. SCHOLL'S
Serial Number:	87301811	DR. SCHOLL'S
Serial Number:	71366441	
Serial Number:	71366440	
Serial Number:	77719243	YOU HAVE YOU WANT
Serial Number:	71547039	DR. SCHOLL'S
Serial Number:	87336381	DR. SCHOLL'S ATHLETIC SERIES
Serial Number:	87336371	DR. SCHOLL'S COMFORT & ENERGY
Serial Number:	87336363	DR. SCHOLL'S COMFORT
Serial Number:	77561086	DR. SCHOLL'S CUSTOM FIT
Serial Number:	77561078	DR. SCHOLL'S CUSTOM FIT
Serial Number:	77561082	DR. SCHOLL'S CUSTOM FIT
Serial Number:	77561093	DR. SCHOLL'S CUSTOM FIT
Serial Number:	85941079	DR. SCHOLL'S DREAMWALK
Serial Number:	85941078	DR. SCHOLL'S DREAMWALK
Serial Number:	86328993	DR. SCHOLL'S EDGE
Serial Number:	77808758	DR. SCHOLL'S FOR HER
Serial Number:	85496180	DR. SCHOLL'S GUARANTEE
Serial Number:	77721429	DR. SCHOLL'S GUARANTEE:
Serial Number:	87729807	DR. SCHOLL'S KIDS
Serial Number:	77721681	DR. SCHOLL'S MASSAGING GEL EXTRA SUPPORT
Serial Number:	77869844	DR. SCHOLL'S ODOR-X
Serial Number:	87336355	DR. SCHOLL'S PAIN RELIEF
Serial Number:	85152328	DR. SCHOLL'S SHOES
Serial Number:	87729832	DR. SCHOLL'S SHOES KIDS
Serial Number:	87729764	DR. SCHOLL'S KIDS SHOES
Serial Number:	87268638	DR. SCHOLL'S SUPREMESOFT
Serial Number:	86700144	DREAMWALK
Serial Number:	85837562	DREAMWALK
Serial Number:	85837653	DREAMWALK
Serial Number:	77080479	DS
Serial Number:	77080477	DS
Serial Number:	78746035	DUAL ACTION FREEZE AWAY
Serial Number:	86753936	DURAGEL

Property Type	Number	Word Mark
Serial Number:	86721763	FEEL CRAZY COMFY
Serial Number:	76396443	FLEXISPRING
Serial Number:	78779406	FOOTMAPPING
Serial Number:	78779378	FOOTMAPPING
Serial Number:	78960767	
Serial Number:	78779400	FOOTMAPPING TECHNOLOGY
Serial Number:	78779394	FOOTMAPPING TECHNOLOGY
Serial Number:	76438644	FREEZE AWAY
Serial Number:	76532077	FREEZE AWAY
Serial Number:	86029937	FRESH & COOL
Serial Number:	77802523	HIDDEN ARCH
Serial Number:	85476882	MASSAGING GEL
Serial Number:	87416983	MASSAGING GEL
Serial Number:	78831937	MASSAGING GEL
Serial Number:	86366642	MASSAGING GEL
Serial Number:	87416973	MASSAGING GEL
Serial Number:	88054458	MASSAGING GEL
Serial Number:	88054435	MASSAGING GEL ADVANCED
Serial Number:	88054466	MASSAGING GEL ADVANCED
Serial Number:	78388221	MEMORY FIT
Serial Number:	71656115	MOLEFOAM
Serial Number:	87501145	MOTIONTRAK
Serial Number:	77724698	ODOR-X
Serial Number:	87171254	ODOR-X
Serial Number:	87904007	ORIGINAL COLLECTION
Serial Number:	87908179	ORIGINAL COLLECTION DR. SCHOLL'S SHOES
Serial Number:	86775379	OUTRAGEOUS COMFORT
Serial Number:	85574078	PUT YOUR BEST FOOT FORWARD!
Serial Number:	88108044	RESPONSIVE-WAVE CUSHIONING
Serial Number:	77275193	RUB RELIEF
Serial Number:	77526969	RUB RELIEF
Serial Number:	78841878	SHOCK GUARD
Serial Number:	85268366	SHOCK GUARD
Serial Number:	75521969	SHOE SHOT
Serial Number:	78914107	SOLE EXPRESSIONS
Serial Number:	86026756	SORE SOLES
Serial Number:	86716525	STIMULATING STEP
Serial Number:	74572349	SURE GRIP FOAM

Property Type	Number	Word Mark
Serial Number:	85353081	SWEATMAX
Serial Number:	85130046	SWEATMAX
Serial Number:	85130048	SWEATMAX
Serial Number:	86242648	TAME THE SHOE
Serial Number:	77398062	TRI-COMFORT
Serial Number:	76396735	TRI-COMFORT
Serial Number:	75863003	TRI-LEVEL COMFORT
Serial Number:	86026754	ULTRACOOOL

**CORRESPONDENCE DATA**

**Fax Number:** 2127514864  
*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:** 212-906-1216  
**Email:** angela.amaru@lw.com  
**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru  
**Address Line 1:** 885 Third Avenue  
**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	040896-0120
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/s/ Angela M. Amaru
<b>DATE SIGNED:</b>	11/04/2019

**Total Attachments: 23**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”), dated as of November 1, 2019, is among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) and Ares Capital Corporation, as collateral agent (the “**Collateral Agent**”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, DRS Holdings III, Inc., a Delaware corporation (the “**Borrower**”), has entered into the Credit Agreement, dated as of November 1, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with DRS Holdings II, Inc., a Delaware corporation, each Lender from time to time party thereto, and Ares Capital Corporation, as Administrative Agent and as Collateral Agent.

WHEREAS, as a condition precedent to the making of the Loans and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of November 1, 2019 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Security Agreement**”). Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in such Grantor’s right, title and interest in and to the following, other than Excluded Property (the “**Collateral**”):

(i) all patents, patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the patents and patent applications set forth in Schedule A hereto;

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby (“**Trademarks**”), all registrations and applications for the registration thereof, including, without limitation, the registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security

interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law);

(iii) all copyrights, including, without limitation, copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered, all applications for the registration thereof, including, without limitation, the Copyright registrations set forth in Schedule C hereto;

(iv) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered Copyright set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage or otherwise with respect to any of the foregoing.

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (viii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement; provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended,



increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)), including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or other electronic method shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

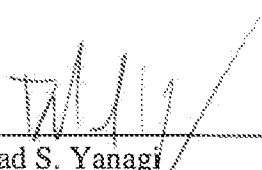
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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantors:

DRS ACQUISITION LLC

By: \_\_\_\_\_

  
Name: Tad S. Yanagi

Title: Vice President, Treasurer and Secretary

ARES CAPITAL CORPORATION, as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

Mitchell Goldstein  
Authorized Signatory

**SCHEDULE A**

**PATENTS**

<b>Country</b>	<b>Application Date</b>	<b>Application No.</b>	<b>Publication Date</b>	<b>Publication No</b>	<b>Issue date</b>	<b>Patent No</b>
US - United States	2000-01-28	09/493577			2001-09-11	6286232
US - United States	2000-07-31	09/628900			2002-11-19	6481120
US - United States	2000-07-31	09/629717			2001-10-16	6301805
US - United States	2001-07-31	09/919016	2003-02-06	2003/0024134	2003-10-14	6631568
US - United States	2002-08-06	10/212913	2004-02-12	2004/0025376	2005-07-12	6915598
US - United States	2003-12-12	10/735318	2004-08-26	2004/0166147	2011-07-12	7976867
US - United States	2003-08-18	10/643172	2005-02-24	2005/0039349	2007-01-09	7159342
US - United States	2005-07-29	11/193158	2006-02-09	2006/0026868	2009-03-24	7506459
US - United States	2005-09-08	11/222353	2006-08-24	2006/0189968	2009-10-20	7604632
US - United States	2009-03-11	12/402360	2010-01-07	2010/0004647	2011-11-29	8066698
US - United States	2004-08-06	10/912804	2006-02-09	2006/0026866	2007-10-23	7284342
US - United States	2006-07-27	11/494251	2007-02-01	2007/022630	2010-03-30	7685744
US - United States	2006-06-16	11/454701	2007-12-20	2007/0289170	2010-05-04	7707751
US - United States	2006-09-21	11/524979	2008-03-27	2008/0072461	2011-06-14	7958653
US - United States	2013-08-19	13/969949	2013-12-12	US2013-0326906	2014-08-12	8800169
US - United States	2006-09-21	11/524745	2008-04-10	2008/0083416	2012-02-21	8117922
US - United States	2013-12-16	14/107526	2014-04-17	US2014-0107966	2017-02-21	9576311
US - United States	2015-08-04	14/818184	2015-12-24	US2015-0371313A1		
US - United States	2013-10-11	14/052297	2014-02-06	US2014-0033829	2015-05-26	9038482
US - United States	2008-12-11	12/332864	2009-09-17	2009/0234346	2013-08-13	8506560
US - United States	2008-12-22	12/341474	2010-06-24	2010/0154252	2013-07-09	8479413

Country	Application Date	Application No.	Publication Date	Publication No	Issue date	Patent No
US - United States	2010-10-04	12/897476	2011-04-14	US2011-0086109	2014-11-11	8883767
US - United States	2011-11-21	13/301379	2012-05-24	US2012/0128402	2012-12-11	8328449
US - United States	2012-07-31	13/563269	2012-11-22	US2012-0291910	2012-12-18	8333525
US - United States	2016-10-10	15/303031	2017-02-02	US20170027477		
US - United States	2018-03-04	15/765718	2018-10-04	US-2018-0279912-A1		
US - United States						
US - United States	2018-06-14	62/684974				
US - United States	2018-06-14	62/684979				
US - United States	2006-10-14	2019-05-08	62/845102			
US - United States	2000-09-29	09/675938			2006-07-18	7078023
US - United States	1999-10-13	09/417943			2001-10-16	6303140
US - United States	2001-12-20	10/026571	2002-11-14	2002/0166259	2003-07-29	6598321
US - United States	2003-07-02	10/612539	2004-01-08	2004/0003513	2006-11-28	7140126
US - United States	2006-10-13	11/580673	2007-02-08	2007/0028485	2010-08-31	7784197
Design Patent	Country	Application No	Application Date	Registration No	Registration Date	Status
Custom Fit Orthotics Kiosk (design patent)	United States of America	29622027	13.10.2017	D841000S	19.02.2019	Registered
Dr. Scholl Extra Support Massaging Gel Advanced (design patent)	United States of America	29/664,885	28.09.2018			Pending
Dr. Scholl Extra Support Massaging Gel Advanced (design patent)	United States of America	29/664887	28.09.2018			Pending
Dr. Scholl Men's Knee Pain Insole (design patent)	United States of America	29/649,569	31.05.2018	D858,969	10.09.2019	Registered

Country	Application Date	Application No.	Publication Date	Publication No	Issue date	Patent No
DR. SCHOLL'S bottle 1 (design patent)	United States of America	29/340851	27.07.2009	D628488	07.12.2010	Registered
DR. SCHOLL'S display package 3 (design patent)	United States of America	29/319912	17.06.2008	D642453	02.08.2011	Registered
DR. SCHOLL'S display package 4 (design patent)	United States of America	29/325219	26.09.2008	D623935	21.09.2010	Registered
DR. SCHOLL'S grooming device (design patent)	United States of America	29/310944	19.09.2008	D643153	09.08.2011	Registered
DR. SCHOLL'S insole 10 (design patent)	United States of America	29/362665	28.05.2010	D675412	05.02.2013	Registered
DR. SCHOLL'S insole 11 (design patent)	United States of America	29/362664	28.05.2010	D665566	21.08.2012	Registered
DR. SCHOLL'S insole 12 (design patent)	United States of America	29/362663	28.05.2010	D689276	10.09.2013	Registered
DR. SCHOLL'S insole 13 (design patent)	United States of America	29/433762	04.10.2012	D717528	18.11.2014	Registered
DR. SCHOLL'S insole 14 (design patent)	United States of America	29/464251	14.08.2013	D721881	03.02.2015	Registered
DR. SCHOLL'S insole 15 (design patent)	United States of America	29/464248	14.08.2013	D721478	27.01.2015	Registered
DR. SCHOLL'S insole 3 (design patent)	United States of America	29/196844	06.01.2004	D529698	10.10.2006	Registered
DR. SCHOLL'S insole 4 (design patent)	United States of America	29/323340	22.08.2008	D601786	13.10.2009	Registered

Country	Application Date	Application No.	Publication Date	Publication No	Issue date	Patent No
DR. SCHOLL'S insole 4 (design patent)	United States of America	29/343665	17.09.2009	D617087	08.06.2010	Registered
DR. SCHOLL'S insole 5 (design patent)	United States of America	29/323333	22.08.2008	D602238	20.10.2009	Registered
DR. SCHOLL'S insole 5 (design patent)	United States of America	29/343664	17.09.2009	D617086	08.06.2010	Registered
DR. SCHOLL'S insole 6 (design patent)	United States of America	29/323335	22.08.2008	D646474	11.10.2011	Registered
DR. SCHOLL'S insole 7 (design patent)	United States of America	29/340482	20.07.2009	D628371	07.12.2010	Registered
DR. SCHOLL'S insole 8 (design patent)	United States of America	29/362667	28.05.2010	D750879	08.03.2016	Registered
DR. SCHOLL'S insole 9 (design patent)	United States of America	29/362666	28.05.2010	D664754	07.08.2012	Registered
DR. SCHOLL'S insole MG BASE (design patent)	United States of America	29/653,357	14.06.2018			Pending
DR. SCHOLL'S insole MG BASE (design patent)	United States of America	29/653,347	14.06.2018			Pending
DR. SCHOLL'S insole MG BASE (design patent)	United States of America	29/653,348	14.06.2018			Pending
DR. SCHOLL'S insole MG BASE (design patent)	United States of America	29/653,332	14.06.2018			Pending
DR. SCHOLL'S insole MG Dual Wave (design patent)	United States of America	29/653,344	14.06.2018			Pending

Country	Application Date	Application No.	Publication Date	Publication No	Issue date	Patent No
DR. SCHOLL'S insole MG Dual Wave (design patent)	United States of America	29/653,355	14.06.2018			Pending
DR. SCHOLL'S insole MG Dual Wave (design patent)	United States of America	29/653,346	14.06.2018			Pending
DR. SCHOLL'S insole MG Dual Wave (design patent)	United States of America	29/653,334	14.06.2018			Pending
DR. SCHOLL'S insole MG SPORT (design patent)	United States of America	29/653,333	14.06.2018			Pending
DR. SCHOLL'S insole MG SPORT (design patent)	United States of America	29/653,337	14.06.2018			Pending
DR. SCHOLL'S insole MG SPORT (design patent)	United States of America	29/653,331	14.06.2018			Pending
DR. SCHOLL'S insole MG SPORT (design patent)	United States of America	29/653,340	14.06.2018			Pending
DR. SCHOLL'S insole MG WORK (design patent)	United States of America	29/653,349	14.06.2018			Pending
DR. SCHOLL'S insole MG WORK (design patent)	United States of America	29/653,342	14.06.2018			Pending
DR. SCHOLL'S insole MG WORK (design patent)	United States of America	29/653,359	14.06.2018			Pending
DR. SCHOLL'S insole MG	United States of America	29/653,328	14.06.2018			Pending



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WORK (design patent)						
DR. SCHOLL'S insole MG WORK (design patent)	United States of America	29/653,330	14.06.2018			Pending
DR. SCHOLL'S insole MG WORK (design patent)	United States of America	29/653,341	14.06.2018			Pending
DR. SCHOLL'S mitigating shoe odor (Design patent)	United States of America	29/263570	26.07.2006	D584391	06.01.2009	Registered
DR. SCHOLL'S packaging 1 (design patent)	United States of America	29/432310	14.09.2012	D716140	28.10.2014	Registered
DR. SCHOLL'S packaging 2 (design patent)	United States of America	29/432297	14.09.2012	D711734	26.08.2014	Registered
DR. SCHOLL'S packaging 3 (design patent)	United States of America	29/455512	21.05.2013	D827,424	04.09.2018	Registered
DR. SCHOLL'S packaging 4 (design patent)	United States of America	29/455511	21.05.2013	D827,423	04.09.2018	Registered
DR. SCHOLL'S packaging 5 (design patent)	United States of America	29/455508	21.05.2013	D748494	02.02.2016	Registered
DR. SCHOLL'S shoe inserts 2 (design patent)	United States of America	29/382705	06.01.2011	D641146	12.07.2011	Registered
Dr. Scholl's Foot Massage Ball	United States of America	29/690,503	08.05.2019			Pending
Dr. Scholl's Foot Massage Ball	United States of America	29/690,502	08.05.2019			Pending
Dr. Scholl's Mare Insoles	United States of America	29/690,501	08.05.2019			Pending

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Fitness Walking Insole (design patent)	United States of America	29629124	11.12.2017	D818,687	29.05.2018	Registered
Fitness Walking Insole (design patent)	United States of America	29609670	03.07.2017	D808142	23.01.2018	Registered
Plantar fasciitis insole 1 (design patent)	United States of America	29599982	07.04.2017	D827,270	04.09.2018	Registered
Plantar fasciitis insole 2 (design patent)	United States of America	29599983	07.04.2017	D827,271	04.09.2018	Registered
Plantar fasciitis insole 3 (design patent)	United States of America	29599984	07.04.2017	D827.272	04.09.2018	Registered
Plantar fasciitis insole 4 (design patent)	United States of America	29599986	07.04.2017	D827,999	11.09.2018	Registered
Plantar fasciitis insole 5 (design patent)	United States of America	29599989	07.04.2017	D833132	13.11.2018	Registered

**SCHEDULE B**

**TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Class</b>	<b>Application No</b>	<b>Application Date</b>	<b>Registration No</b>	<b>Registration Date</b>	<b>Status</b>
16 HOUR	United States of America	25	77/287803	25.09.2007	3551272	23.12.2008	Registered
ACTIVE SERIES	United States of America	25	85543331	15.02.2012	4362104	02.07.2013	Registered
AIRCOOL	United States of America	25	87055432	31.05.2016	5381482	16.01.2018	Registered
AIR-PILLO	United States of America	25	73593331	14.04.1986	1415103	28.10.1986	Registered
AMERICAN LIFESTYLE COLLECTION DR. SCHOLL'S SHOES (and device)	United States of America	25	87908155	04.05.2018	5817021	30.07.2019	Registered
ARCH GUARD	United States of America	25	76188582	02.01.2001	2737776	15.07.2003	Registered
ARE YOU GELLIN'?	United States of America	25	86746652	03.09.2015	5800591	09.07.2019	Registered
BLISTERDEFENSE	United States of America	03	77619477	21.11.2008	3920299	15.02.2011	Registered
CF 110	United States of America	10	77558066	28.08.2008	3786655	11.05.2010	Registered
CF 120	United States of America	10	77558071	28.08.2008	3786656	11.05.2010	Registered
CF 130	United States of America	10	77558078	28.08.2008	3786657	11.05.2010	Registered
CF 210	United States of America	10	77558618	29.08.2008	3789186	18.05.2010	Registered
CF 220	United States of America	10	77558627	29.08.2008	3789189	18.05.2010	Registered
CF 230	United States of America	10	77558080	28.08.2008	3786658	11.05.2010	Registered
CF 310	United States of America	10	77558095	28.08.2008	3791906	25.05.2010	Registered

Trademark	Country	Class	Application No	Application Date	Registration No	Registration Date	Status
CF 320	United States of America	10	77558097	28.08.2008	3789179	18.05.2010	Registered
CF 330	United States of America	10	77558103	28.08.2008	3789180	18.05.2010	Registered
CF 340	United States of America	10	77558106	28.08.2008	3789181	18.05.2010	Registered
CF 410	United States of America	10	77558108	28.08.2008	3789182	18.05.2010	Registered
CF 420	United States of America	10	77558115	28.08.2008	3789183	18.05.2010	Registered
CF 430	United States of America	10	77558624	29.08.2008	3789187	18.05.2010	Registered
CF 440	United States of America	10	77558626	29.08.2008	3789188	18.05.2010	Registered
CF 510	United States of America	10	87116643	26.07.2016	5299223	03.10.2017	Registered
CF 520	United States of America	10	87116628	26.07.2016	5299221	03.10.2017	Registered
CF 530	United States of America	10	87116648	26.07.2016	5299224	03.10.2017	Registered
CF 540	United States of America	10	87116654	26.07.2016	5294091	26.09.2017	Registered
CF 550	United States of America	10	87116635	26.07.2016	5299222	03.10.2017	Registered
CF 610	United States of America	10	87116658	26.07.2016	5294092	26.09.2017	Registered
CF 620	United States of America	10	87116661	26.07.2016	5294093	26.09.2017	Registered
CF 630	United States of America	10	87116669	26.07.2016	5294094	26.09.2017	Registered
CF 640	United States of America	10	87116676	26.07.2016	5294095	26.09.2017	Registered
CF 650	United States of America	10	87116685	26.07.2016	5294096	26.09.2017	Registered

Trademark	Country	Class	Application No	Application Date	Registration No	Registration Date	Status
CF 660	United States of America	10	87116690	26.07.2016	5294097	26.09.2017	Registered
CF 670	United States of America	10	87116699	26.07.2016	5294098	26.09.2017	Registered
CHANGE THE WAY IT FEELS TO BE IN HEELS	United States of America	25	77767147	24.06.2009	3846258	07.09.2010	Registered
CLEAR AWAY	United States of America	05	73770880	22.12.1988	1559533	10.10.1989	Registered
CRADLEFLEX	United States of America	10	78979506	06.05.2005	3387017	19.02.2008	Registered
CUSTOM FIT	United States of America	10	77558117	28.08.2008	3891730	21.12.2010	Registered
CUSTOM FIT	United States of America	09, 42	87187797	29.09.2016	5489254	12.06.2018	Registered
DOUBLE AIR-PILLO	United States of America	25	75152251	19.08.1996	2092305	26.08.1997	Registered
DR. SCHOLL'S (and device, colored, double oval)	United States of America	10, 25	86834370	30.11.2015	4998114	12.07.2016	Registered
DR. SCHOLL'S (and device, double oval)	United States of America	04, 10	76/324633	12.10.2001	2703163	01.04.2003	Registered
DR. SCHOLL'S (and device, double oval)	United States of America	10	76/393574	10.04.2002	2692862	04.03.2003	Registered
DR. SCHOLL'S	United States of America	09	87831470	13.03.2018	5776832	11.06.2019	Registered
DR. SCHOLL'S	United States of America	10	86294382	29.05.2014	5329995	07.11.2017	Registered
DR. SCHOLL'S	United States of America	05, 10, 25	73332431	13.10.1981	1255028	25.10.1983	Registered
DR. SCHOLL'S	United States of America	10	77261251	22.08.2007	3632179	02.06.2009	Registered
DR. SCHOLL'S	United States of America	05	77193920	31.05.2007	3351895	11.12.2007	Registered
DR. SCHOLL'S	United States of America	25	78675937	22.07.2005	3262642	10.07.2007	Registered

Trademark	Country	Class	Application No	Application Date	Registration No	Registration Date	Status
DR. SCHOLL'S	United States of America	27	87417000	19.04.2017	5551735	28.08.2018	Registered
DR. SCHOLL'S (and device, colored, oval with starburst)	United States of America	25	77/638681	23.12.2008	3857565	05.10.2010	Registered
DR. SCHOLL'S (and device, colored, oval with starburst)	United States of America	10	77/638676	23.12.2008	3865118	19.10.2010	Registered
DR. SCHOLL'S (and device, colored, oval with starburst)	United States of America	03, 05	77/638673	23.12.2008	3923640	22.02.2011	Registered
DR. SCHOLL'S (and device, colored, oval with starburst)	United States of America	35	77/899749	22.12.2009	3990811	05.07.2011	Registered
DR. SCHOLL'S (and device, oval)	United States of America	10	75/451152	16.03.1998	2639937	22.10.2002	Registered
DR. SCHOLL'S (and device, oval)	United States of America	10	75/981869	16.03.1998	2625882	24.09.2002	Registered
DR. SCHOLL'S (and device, oval)	United States of America	03, 05, 10, 25	73/332432	13.10.1981	1257297	15.11.1983	Registered
DR. SCHOLL'S (and device, refresh)	United States of America	09	87831479	13.03.2018	5776833	11.06.2019	Registered
DR. SCHOLL'S (and device, refresh)	United States of America	27	87416990	19.04.2017	5551734	28.08.2018	Registered
DR. SCHOLL'S (logo lockup, blue)	United States of America	25	87301807	13.01.2017	5571332	25.09.2018	Registered
DR. SCHOLL'S (logo lockup, gray)	United States of America	10, 25	87301818	13.01.2017	5649883	08.01.2019	Registered
DR. SCHOLL'S (logo lockup, green)	United States of America	25	87301811	13.01.2017	5571333	25.09.2018	Registered
DR. SCHOLL'S (logo, blue oval)	United States of America	03, 05	71/366441	20.06.1935	0348879	17.08.1937	Registered
DR. SCHOLL'S (logo, blue oval)	United States of America	05	71/366440	20.06.1935	0349153	24.08.1937	Registered
DR. SCHOLL'S (logo, you have you want)	United States of America	25	77719243	22.04.2009	3958420	10.05.2011	Registered

Trademark	Country	Class	Application No	Application Date	Registration No	Registration Date	Status
DR. SCHOLL'S (stylized)	United States of America	25	71/547039	14.01.1948	0518655	13.12.1949	Registered
DR. SCHOLL'S ATHLETIC SERIES (logo lockup, green)	United States of America	25	87336381	15.02.2017	5571407	25.09.2018	Registered
DR. SCHOLL'S COMFORT & ENERGY (logo lockup, blue)	United States of America	25	87336371	15.02.2017	5571406	25.09.2018	Registered
DR. SCHOLL'S COMFORT (logo lockup, blue)	United States of America	25	87336363	15.02.2017	5571405	25.09.2018	Registered
DR. SCHOLL'S CUSTOM FIT PACKAGING (and device, colored, blue)	United States of America	10	77561086	03.09.2008	3798136	08.06.2010	Registered
DR. SCHOLL'S CUSTOM FIT PACKAGING (and device, colored, gold)	United States of America	10	77561078	03.09.2008	3798134	08.06.2010	Registered
DR. SCHOLL'S CUSTOM FIT PACKAGING (and device, colored, green)	United States of America	10	77561082	03.09.2008	3798135	08.06.2010	Registered
DR. SCHOLL'S CUSTOM FIT PACKAGING (and device, colored, red)	United States of America	10	77561093	03.09.2008	3798137	08.06.2010	Registered
DR. SCHOLL'S DREAMWALK Packaging (and device, colored)	United States of America	25	85/941079	23.05.2013	4523342	29.04.2014	Registered
DR. SCHOLL'S DREAMWALK Packaging (and device, colored)	United States of America	25	85/941078	23.05.2013	4534740	20.05.2014	Registered
DR. SCHOLL'S EDGE	United States of America	10	86/328993	04.07.2014	4.823.378	29.09.2015	Registered
DR. SCHOLL'S FOR HER (and device, with starburst)	United States of America	10	77/808758	20.08.2009	3971219	31.05.2011	Registered
DR. SCHOLL'S GUARANTEE (and device)	United States of America	03, 05, 25	85/496180	15.12.2011	4356273	25.06.2013	Registered

Trademark	Country	Class	Application No	Application Date	Registration No	Registration Date	Status
DR. SCHOLL'S GUARANTEE (and device)	United States of America	10, 25	77/721429	24.04.2009	3929153	08.03.2011	Registered
DR. SCHOLL'S KIDS	United States of America	25	87729807	21.12.2017	5486667	05.06.2018	Registered
DR. SCHOLL'S MG EXTRA SUPPORT LABEL (and device, colored)	United States of America	25	77/721681	24.04.2009	3908662	18.01.2011	Registered
DR. SCHOLL'S ODOR-X	United States of America	25	77/869844	11.11.2009	3990753	05.07.2011	Registered
DR. SCHOLL'S PAIN RELIEF (logo lockup, gray)	United States of America	10	87336355	15.02.2017	5649903	08.01.2019	Registered
DR. SCHOLL'S SHOES (and device, colored, oval)	United States of America	25	85/152328	26.10.2010	4077927	27.12.2011	Registered
DR. SCHOLL'S SHOES KIDS	United States of America	25	87729832	21.12.2017	5486668	05.06.2018	Registered
DR. SCHOLL'S SHOES KIDS (logo)	United States of America	25	87729764	21.12.2017	5486666	05.06.2018	Registered
DR. SCHOLL'S SUPREMESOFT	United States of America	10, 25	87268638	14.12.2016	5541787	14.08.2018	Registered
DREAMWALK	United States of America	08, 10	86700144	21.07.2015	5029956	30.08.2016	Registered
DREAMWALK	United States of America	03	85/837562	31.01.2013	4.593.696	26.08.2014	Registered
DREAMWALK	United States of America	25	85/837653	31.01.2013	4523046	29.04.2014	Registered
DS LOGO (version 3)	United States of America	25	77/080479	10.01.2007	3285371	28.08.2007	Registered
DS LOGO (version 4)	United States of America	25	77/080477	10.01.2007	3285370	28.08.2007	Registered
DUAL ACTION FREEZE AWAY	United States of America	05	78/746035	03.11.2005	3299505	25.09.2007	Registered
DURAGEL	United States of America	05	86753936	11.09.2015	5028504	23.08.2016	Registered



Trademark	Country	Class	Application No	Application Date	Registration No	Registration Date	Status
FEEL CRAZY COMFY	United States of America	25	86/721,763	11.08.2015	4,981,719	21.06.2016	Registered
FLEXISPRING	United States of America	10	76/396443	16.04.2002	2780460	04.11.2003	Registered
FOOTMAPPING	United States of America	25	78779406	22.12.2005	3743391	26.01.2010	Registered
FOOTMAPPING	United States of America	09, 10	78779378	22.12.2005	3555341	30.12.2008	Registered
FOOTMAPPING (logo, colored)	United States of America	10	78/960767	25.08.2006	3459739	01.07.2008	Registered
FOOTMAPPING TECHNOLOGY	United States of America	25	78779400	22.12.2005	3815833	06.07.2010	Registered
FOOTMAPPING TECHNOLOGY	United States of America	09, 10	78/779394	22.12.2005	3551955	23.12.2008	Registered
FREEZE AWAY	United States of America	05	76/438644	08.08.2002	2909077	07.12.2004	Registered
FREEZE AWAY (and device, stylized)	United States of America	05	76/532077	14.07.2003	2911554	14.12.2004	Registered
FRESH & COOL	United States of America	25	86/029937	06.08.2013	4585901	12.08.2014	Registered
HIDDEN ARCH	United States of America	10	77/802523	12.08.2009	3897866	28.12.2010	Registered
MASSAGING GEL	United States of America	25	85/476882	18.11.2011	4274291	15.01.2013	Registered
MASSAGING GEL	United States of America	27	87416983	19.04.2017	5638711	25.12.2018	Registered
MASSAGING GEL (logo)	United States of America	10, 25	78/831937	08.03.2006	3366977	08.01.2008	Registered
MASSAGING GEL (logo, new)	United States of America	25	86/366,642	14.08.2014	4715568	07.04.2015	Registered
MASSAGING GEL (logo, new)	United States of America	27	87416973	19.04.2017	5638710	25.12.2018	Registered
MASSAGING GEL (logo, waves on right)	United States of America	10, 25	88054458	26.07.2018	5846821	27.08.2019	Registered

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MASSAGING GEL ADVANCED	United States of America	10, 25	88054435	26.07.2018	5846820	27.08.2019	Registered
MASSAGING GEL ADVANCED (logo, waves on right)	United States of America	10, 25	88054466	26.07.2018	5846822	27.08.2019	Registered
MEMORY FIT	United States of America	10, 25	78/388221	22.03.2004	3042679	10.01.2006	Registered
MOLEFOAM	United States of America	10	71/656115	09.11.1953	0609968	02.08.1955	Registered
MOTIONTRAK	United States of America	09, 25	87501145	22.06.2017			Pending ITU
ODOR-X	United States of America	05	77724698	29.04.2009	3822901	20.07.2010	Registered
ODOR-X	United States of America	25	87171254	14.09.2016	5156226	07.03.2017	Registered
ORIGINAL COLLECTION	United States of America	25	87904007	02.05.2018	5735728	23.04.2019	Registered
ORIGINAL COLLECTION DR. SCHOLL'S SHOES (and device)	United States of America	25	87908179	04.05.2018	5642162	01.01.2019	Registered
OUTRAGEOUS COMFORT	United States of America	25	86775379	01.10.2015	4960258	17.05.2016	Registered
PUT YOUR BEST FOOT FORWARD!	United States of America	05	85/574078	20.03.2012	4339801	21.05.2013	Registered
RESPONSIVE-WAVE CUSHIONING	United States of America	25	88108044	07.09.2018			Pending ITU
RUB RELIEF	United States of America	25	77/275193	10.09.2007	3577278	17.02.2009	Registered
RUB RELIEF	United States of America	03	77/526969	21.07.2008	3768433	30.03.2010	Registered
SHOCK GUARD	United States of America	10	78/841878	21.03.2006	3655969	14.07.2009	Registered
SHOCK GUARD	United States of America	10	85/268366	16.03.2011	4289574	12.02.2013	Registered
SHOE SHOT	United States of America	03	75/521969	20.07.1998	2363128	27.06.2000	Registered

Trademark	Country	Class	Application No	Application Date	Registration No	Registration Date	Status
SOLE EXPRESSIONS	United States of America	25	78/914107	22.06.2006	3451318	17.06.2008	Registered
SORE SOLES	United States of America	10	86/026756	02.08.2013	4590134	19.08.2014	Registered
STIMULATING STEP	United States of America	25	86716525	06.08.2015	5092347	29.11.2016	Registered
SURE GRIP FOAM	United States of America	25	74572349	12.09.1994	2006797	08.10.1996	Registered
SWEATMAX	United States of America	25	85353081	22.06.2011	4187883	07.08.2012	Registered
SWEATMAX	United States of America	03	85/130046	15.09.2010	4084718	10.01.2012	Registered
SWEATMAX	United States of America	05	85130048	15.09.2010	4347113	04.06.2013	Registered
TAME THE SHOE	United States of America	25	86242648	04.04.2014	4761516	23.06.2015	Registered
TRI-COMFORT	United States of America	10	77/398062	15.02.2008	3476562	29.07.2008	Registered
TRI-COMFORT	United States of America	25	76/396735	16.04.2002	2776632	21.10.2003	Registered
TRI-LEVEL COMFORT	United States of America	25	75/863003	02.12.1999	2378311	15.08.2000	Registered
ULTRACOOOL	United States of America	25	86026754	02.08.2013	4708978	24.03.2015	Registered

**SCHEDULE C**

**COPYRIGHTS**

<b>Copyright</b>	<b>Country</b>	<b>Status</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
DR. SCHOLL'S ACTIVE SERIES MEN'S TOP CLOTH (Copyright)	United States of America	Active		27.09.2012	VA 1-891-381	27.09.2012
DR. SCHOLL'S ACTIVE SERIES WOMEN'S TOP CLOTH (Copyright)	United States of America	Active		27.09.2012	VA 1-891-384	27.09.2012
DR. SCHOLL'S MASSAGING GEL INSOLE PACKAGE DESIGN (Copyright)	United States of America	Active	1-905289711	13.03.2013	VA 1-861-829	13.03.2013
DR. SCHOLL'S MASSAGING GEL INSOLE PACKAGING (Copyright)	United States of America	Active		29.07.2010	VA 1-727-357	29.07.2010
DREAMWALK FRESH & COOL TOP CLOTH (Copyright)	United States of America	Active	1-948845932	12.06.2013	VAU001139066	12.06.2013
Dr. Scholl's Tri-Comfort Thin Swoop Package Design (Copyright)	United States of America	Active	1-703790611	28.12.2011	VA 1-798-623	28.12.2011
Dr. Scholl's Tri-Comfort Wide Swoop Package Design (Copyright)	United States of America	Active	1-703790713	28.12.2011	VA 1-798-624	28.12.2011

**SCHEDULE D**

**BENEFICIARY AGREEMENTS, ETC.**

None.