

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cole Haan LLC		06/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	1335632	BRAGANO	
Registration Number:	4446630	CH	
Registration Number:	3949420		
Registration Number:	3949419		
Registration Number:	5476142	COLE HAAN	
Registration Number:	4846585	COLE HAAN	
Registration Number:	1711855	COLE HAAN	
Registration Number:	1607846	COLE HAAN	
Registration Number:	1636109	COLE HAAN	
Registration Number:	3593212	COLE HAAN	
Registration Number:	1737633	COLE HAAN	
Registration Number:	5776709	COLE HAAN AMERICAN CLASSICS DESIGNED INN	
Registration Number:	0832977	COLE-HAAN	
Registration Number:	1791590	COLE-HAAN	
Registration Number:	1698236	COLE-HAAN	
Registration Number:	3948432	GENEVIEVE	
Registration Number:	4856312	GRAND.OS	
Registration Number:	5570537	GRANDPRØ	
Registration Number:	4886391	CHC	
TRADEMARK			

CH \$815.00 1335632

Property Type	Number	Word Mark
Registration Number:	5579659	GRAND
Registration Number:	5570539	ØORIGINALGRAND
Registration Number:	4931412	PINCH HAND SEWN
Registration Number:	4860453	PINCH HAND SEWN
Registration Number:	4931408	PINCH MAINE CLASSIC
Registration Number:	4919050	PINCH MAINE CLASSIC
Registration Number:	4860452	PINCH MAINE CLASSIC
Registration Number:	5570538	ZERØGRAND
Registration Number:	5022847	ZEROGRAND
Serial Number:	88273778	GRANDSHØP
Registration Number:	5922155	GRANDFØAM
Registration Number:	5704300	STITCHLITE
Serial Number:	88326911	ZERØGRAND

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	07/01/2020

Total Attachments: 9

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2020 (this “Agreement”), to the Security Agreement, dated as of June 30, 2020 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Persons listed on the signature pages hereof (collectively, the “Initial Grantors”), certain subsidiaries of Holdings (as defined below) from time to time party hereto and Alter Domus (US) LLC (“Alter Domus (US)”), as Collateral Agent for the Secured Parties.

A. Reference is made to that certain Note Purchase Agreement, dated as of June 30, 2020 (as amended, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among CALCEUS ACQUISITION, INC., a Delaware corporation (the “Issuer”), CALCEUS MIDCO, INC., a Delaware corporation (“Holdings”), Alter Domus (US), as administrative agent and collateral agent, each Purchaser from time to time party thereto and the other parties party thereto.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Note Purchase Agreement and the Security Agreement referred to therein.

C. The Initial Grantors have entered into the Security Agreement in order to induce the Purchasers to purchase Notes. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Agreement. The undersigned Initial Grantors are executing this Agreement in accordance with the requirements of the Note Purchase Agreement to become Grantors under the Security Agreement in order to induce the Purchasers to purchase Notes from time to time under the terms of the Note Purchase Agreement.

Accordingly, the Collateral Agent and the Initial Grantors agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, the Initial Grantors by their signatures below each becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the Initial Grantors hereby (a) agree to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the Initial Grantors, as security for the payment and performance in full of the Obligations do hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the Initial Grantors’ right, title and interest in and to the Collateral (as defined in the Security Agreement) of the Initial Grantors. Each reference to a “Grantor” in the Security Agreement shall be deemed to include the Initial Grantors. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The Initial Grantors represent and warrant to the Collateral Agent and the other Secured Parties that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its

terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Collateral Agent shall have received a counterpart of this Agreement that bears the signature of the Initial Grantors, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 4. The Initial Grantors hereby represent and warrant that (a) set forth on Schedule A attached hereto is a true and correct schedule of the Trademark and Trademark Applications.

SECTION 5. The Initial Grantors hereby grant to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in or a charge over (as applicable) all of such Initial Grantors' right, title and interest in and to the Article 9 Collateral, including:

(a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending set forth in Section 11 to the Perfection Information;

SECTION 6. The grant of a security interest in the Collateral by the Initial Grantors under this Agreement secures the payment of all Obligations of such Initial Grantors now or hereafter existing under or in respect of the Note Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Initial Grantors to any Secured Party under the Note Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Note Party.

SECTION 7. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Initial Grantors do 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 of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 8. The Initial Grantors authorize and request that the Commissioner for Trademarks and any other applicable government officer record this Agreement with respect to United States Trademarks and Trademarks for which United States applications are pending.

SECTION 9. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 10. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 13. The Initial Grantors agree to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Agreement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent in accordance with the terms of the Note Purchase Agreement.

[Remainder of Page Intentionally Blank]

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

COLE HAAN LLC,
as the Initial Grantor

By: 
Name: Laura Kelley
Title: Secretary

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006986 FRAME: 0067

ALTER DOMUS (US) LLC, as Collateral
Agent

By: J. K.
Name: Jon Kirschmeier
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

SCHEDULE A

INTELLECTUAL PROPERTY

Trademarks and Trademark Applications

Trade Mark	Country	Filing Date	App. No.	Reg. Date	Reg. No.	Status	Owner
BRAGANO 	US	3-Apr-1984	73473643	14-May-1985	1335632	Registered	Cole Haan LLC
CH (Needle & Thread worddevice mark) 	US	30-Jan-2013	85836986	10-Dec-2013	4446630	Registered	Cole Haan LLC
COLE HAAN WEAVE (repeated) device mark 	US	19-Mar-2007	77134862	19-Apr-2011	3949420	Registered	Cole Haan LLC
COLE HAAN WEAVE (single) device mark 	US	19-Mar-2007	77134858	19-Apr-2011	3949419	Registered	Cole Haan LLC
COLE HAAN	US	16-Jun-2016	87074280	22-May-2018	5476142	Registered	Cole Haan LLC
COLE HAAN	US	9-Oct-2013	86087582	3-Nov-2015	4846585	Registered	Cole Haan LLC
COLE HAAN	US	13-Nov-1991	74221148	1-Sep-1992	1711855	Registered	Cole Haan LLC
COLE HAAN	US	20-Nov-1989	74004085	24-Jul-1990	1607846	Registered	Cole Haan LLC
COLE HAAN	US	26-Apr-1990	74053296	26-Feb-1991	1636109	Registered	Cole Haan LLC

Trade Mark	Country	Filing Date	App. No.	Reg. Date	Reg. No.	Status	Owner
COLE HAAN	US	7-Jun-2006	78903121	17-Mar-2009	3593212	Registered	Cole Haan LLC
COLE HAAN	US	26-Apr-1990	74053292	1-Dec-1992	1737633	Registered	Cole Haan LLC
COLE HAAN AMERICAN CLASSICS DESIGNED IN NEW ENGLAND USA MADE WITH GRAND 360 TRADEMARK (and Design)	US	20-Feb-2018	87804047	11-Jun-2019	5776709	Registered	Cole Haan LLC
							
COLE-HAAN	US	28-Oct-1966	72257538	1-Aug-1967	0832977	Registered	Cole Haan LLC
COLE-HAAN	US	9-Nov-1992	74329526	7-Sep-1993	1791590	Registered	Cole Haan LLC
COLE-HAAN	US	20-Nov-1989	74002386	30-Jun-1992	1698236	Registered	Cole Haan LLC
GENEVIEVE	US	12-Jun-2009	77758343	19-Apr-2011	3948432	Registered	Cole Haan LLC
GRAND.OS	US	9-Apr-2014	86247189	17-Nov-2015	4856312	Registered	Cole Haan LLC
GRANDPRØ	US	23-Feb-2018	87809502	25-Sep-2018	5570537	Registered	Cole Haan LLC
MONOGRAM device mark	US	27-Jan-2014	86176586	12-Jan-2016	4886391	Registered	Cole Haan LLC
							
Ø GRAND worddevice mark	US	23-Feb-2018	87809504	9-Oct-2018	5579659	Registered	Cole Haan LLC
							

Trade Mark	Country	Filing Date	App. No.	Reg. Date	Reg. No.	Status	Owner
ØRIGINALGRAND	US	23-Feb-2018	87809507	25-Sep-2018	5570539	Registered	Cole Haan LLC
PINCH HAND SEWN	US	19-Jun-2015	86668483	5-Apr-2016	4931412	Registered	Cole Haan LLC
PINCH HAND SEWN 	US	15-Apr-2014	86253138	24-Nov-2015	4860453	Registered	Cole Haan LLC
PINCH MAINE CLASSIC	US	19-Jun-2015	86668403	5-Apr-2016	4931408	Registered	Cole Haan LLC
PINCH MAINE CLASSIC 	US	21-Oct-2014	86430379	15-Mar-2016	4919050	Registered	Cole Haan LLC
PINCH MAINE CLASSIC 	US	15-Apr-2014	86253133	24-Nov-2015	4860452	Registered	Cole Haan LLC
ZERØGRAND	US	23-Feb-2018	87809506	25-Sep-2018	5570538	Registered	Cole Haan LLC
ZEROGRAND	US	30-May-2013	85946751	16-Aug-2016	5022847	Registered	Cole Haan LLC
GRANDSHOP	US	23-Jan-2019	88273778			Pending Intent to Use	Cole Haan LLC
GRANDFØAM	US	29-AUG-2018	88098217	26-Nov-2019	5922155	Registered	Cole Haan LLC
STITCHLITE	US	06-OCT-2017	87637070	19-Mar-2019	5704300	Registered	Cole Haan LLC
ZERØGRAND	US	05-Mar-2019	88326911	--	--	Pending	Cole Haan LLC

Trade Mark	Country	Filing Date	App. No.	Reg. Date	Reg. No.	Status	Owner
						Intent to Use	