

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PFW HOLDCO, INC.		10/15/2021	Corporation: DELAWARE
Propet Footwear, Inc.		10/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	First Midwest Bank, as Agent		
Street Address:	8750 West Bryn Mawr, 13th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	88716122	DUROCLOUD	
Serial Number:	90823552	INTRÉPED	
Registration Number:	3909916	SEALTEX	
Registration Number:	3790155	VAPOREX	
Registration Number:	3845496	PROPÉT	
Registration Number:	2268394	P	
Registration Number:	2845072	TRAVELWALKER	
Registration Number:	1841382	VILLAGEWALKER	
Registration Number:	1800878	PROPET	
Registration Number:	1644792	WALKERWALKER	
Registration Number:	1725813	LIFEWALKER	
Registration Number:	1668031	TRAILWALKER	
Registration Number:	5986565	TRAVELACTIV	
Registration Number:	4251945	PED RX	
Registration Number:	4041941	BALANCE BAR	
Registration Number:	5329705	TRAVELTEK	
CORRESPONDENCE DATA			

OP \$415.00 88716122

Fax Number: 3124996701

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: (312) 499-6700

Email: tapatterson@duanemorris.com

Correspondent Name: Brian P. Kerwin

Address Line 1: 190 South LaSalle Street, Suite 3700

Address Line 2: Duane Morris LLP

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Brian P. Kerwin
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SIGNATURE:	/Brian P. Kerwin/
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DATE SIGNED:	10/18/2021
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Total Attachments: 13

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**CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”), dated as of October 15, 2021, is made by **PFW HOLDCO, INC.**, a Delaware corporation (“**Parent**”), **PROPET FOOTWEAR, INC.**, a Delaware corporation (“**Propet USA**”; and together with any Subsidiaries of Parent or Propet USA that may from time to time thereafter become parties hereto as Borrowers, are sometimes hereinafter referred to individually and collectively as “**Borrower**” and/or “**Borrowers**”), in favor of **FIRST MIDWEST BANK**, an Illinois banking corporation, in its capacity as administrative agent for the Lenders (as defined below) (together with its successors and assigns in such capacity, “**Agent**”).

RECITALS

WHEREAS, Borrower, the other Loan Parties thereto, Agent and the financial institutions from time to time party thereto as lenders (each a “**Lender**” and collectively, the “**Lenders**”) are parties to that certain Loan and Security Agreement and Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which provides (i) for Lenders to make certain loans to Borrower, and (ii) for the grant by the Loan Parties to Agent, on behalf of and for the benefit of itself and the Lenders, of a security interest in the Loan Parties’ assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Agent, on behalf of and for the benefit of itself and the Lenders. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.
2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, each Loan Party hereby grants to Agent, on behalf of and for the

benefit of itself and the Lenders, a continuing security interest (and hereby confirms its grant of a continuing security interest to Agent, on behalf of and for the benefit of itself and the Lenders under the Loan Agreement) in and to any and all of such Loan Party's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Loan Parties’ business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “**Trademarks**”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”).

3. Effect on Loan Agreement. Each Loan Party acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Loan Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Agent’s security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Liabilities and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Agent shall execute and deliver any document reasonably requested by Loan Parties, at each Loan Party's joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Loan Parties to Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Loan Parties and Agent; provided, however, Agent is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Loan Parties after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon each Loan Party and their successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Loan Parties shall not assign this Confirmatory Grant or any of Loan Parties' liabilities and obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.

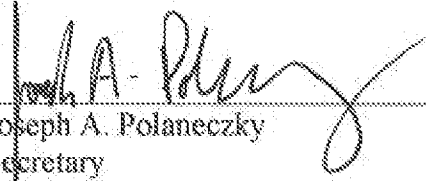
9. Further Assurances. Each Loan Party agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Each Loan Party acknowledges that a copy of this Confirmatory Grant will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Loan Parties; and each Loan Party hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Agent or its agent.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

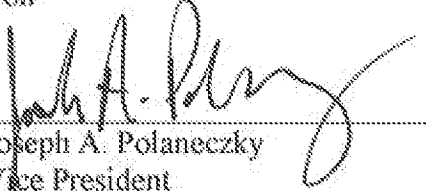
[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Loan Parties have duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Agent, as of the date first written above.

FFW HOLDCO, INC., a Delaware corporation

By: 
Name: Joseph A. Polaneczky
Its: Secretary

PROPET FOOTWEAR, INC., a Delaware corporation

By: 
Name: Joseph A. Polaneczky
Its: Vice President

Agreed and Accepted:

FIRST MIDWEST BANK, as Agent

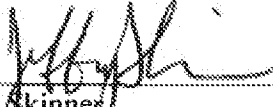

By: 
Name: Jeffrey Skinner
Its: Senior Vice President


EXHIBIT A




PATENTS







<u>Jurisdiction</u>	<u>Issue Date</u>	<u>Registration/Serial No.</u>	<u>Description</u>	<u>Expiration Date</u>	<u>Owner</u>
United States	Issued on 4/30/2013 Filed on 11/16/2010	D680,726 29/379,250	Shoe Outsole ("Balance Bar" design patent)	Expiration date: 4/30/2027.	Propet Footwear, Inc.
United States	Issued on 8/12/2014 Filed on 3/12/2014	8,800,168 13/161,444	Customizable insole	Expired 8/12/2020	Propet Footwear, Inc.

EXHIBIT B
TRADEMARKS

<u>Trademark/ Reg. No./ Ser. No.</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Relevant Goods/ Services</u>	<u>Owner</u>
SEALTEX RN: 3909916 SN: 77888082	United States	January 25, 2011	(Int'l Class: 25) Footwear	Propet Footwear, Inc.
VAPOREX RN: 3790155 SN: 77841887	United States	May 18, 2010	(Int'l Class: 25) insoles for footwear	Propet Footwear, Inc.
PROPÉT RN: 3845496 SN: 85001729	United States	September 7, 2010	(Int'l Class: 25) Footwear	Propet Footwear, Inc.
P and Design  RN: 2268394 SN: 75399684	United States	August 10, 1999	(Int'l Class: 25) shoes	Propet Footwear, Inc.
TRAVELWALKER RN: 2845072 SN: 75439149	United States	May 25, 2004	(Int'l Class: 25) sport shoes	Propet Footwear, Inc.
VILLAGEWALKER RN: 1841382 SN: 74297489	United States	June 21, 1994	(Int'l Class: 25) shoes	Propet Footwear, Inc.
PROPET (Stylized)  RN: 1800878 SN: 74361838	United States	October 26, 1993	(Int'l Class: 25) footwear	Propet Footwear, Inc.

<u>Trademark/ Reg. No./ Ser. No.</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Relevant Goods/ Services</u>	<u>Owner</u>
WALKERWALKER RN: 1644792 SN: 74024430	United States	May 14, 1991	(Int'l Class: 25) shoes	Propet Footwear, Inc.
LIFEWALKER (Stylized)  RN: 1725813 SN: 74154565	United States	October 20, 1992	(Int'l Class: 25) sport shoes	Propet Footwear, Inc.
TRAILWALKER RN: 1668031 SN: 74043409	United States	December 10, 1991	(Int'l Class: 25) shoes	Propet Footwear, Inc.
TRAVELACTIV RN: 5986565 SN: 88356966	United States	February 11, 2020	(Int'l Class: 25) Footwear	Propet Footwear, Inc.
PED RX RN: 4251945 SN: 77887996	United States	December 4, 2012	Int'l Class: 25 (Int'l Class: 25) Orthopedic shoes and orthotics	Propet Footwear, Inc.
BALANCE BAR RN: 4041941 SN: 85272714	United States	October 18, 2011	(Int'l Class: 25) Footwear	Propet Footwear, Inc.
TRAVELTEK RN: 5329705 SN: 87423422	United States	November 7, 2017	(Int'l Class: 25) Outsole of footwear and sold as a component of the footwear; outsole for footwear	Propet Footwear, Inc.

<u>Trademark/ Reg. No./ Ser. No.</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Relevant Goods/ Services</u>	<u>Owner</u>
DUROCLOUD SN: 88716122	United States	Application pending publication, June 9, 2021	(Int'l Class: 25) Insoles	Propet Footwear, Inc.
INTRÉPED SN: 90823552	United States	Pending Application, July 15, 2021	(Int'l Class: 25) Insoles; footbeds	Propet Footwear, Inc.
PROPÉT (Stylized)  RN: 847959	Russian Federation	Registered: April 20, 2005	(Int'l Class: 25) Footwear	Propet Footwear, Inc.
(i) PROPÉT <i>RN: 1054312</i>	Australia, Japan, Republic of Korea, Norway, Russia	Registered: September 29, 2010	(Int'l Class: 25) Footwear	Propet Footwear, Inc.
(ii) PROPÉT (iii) RN: TMA841716 SN: 1455931	Canada	January 30, 2013	(Int'l Class: 25) Clothing, footwear, headgear	Propet Footwear, Inc.
 (iv) App. No.: 002132439	European Union	August 22, 2002	(Int'l Class: 25) Articles of outer clothing; footwear; all included in class 25	Propet Footwear, Inc.
	Israel	August 7, 2007	(Int'l Class: 25)	Propet Footwear, Inc.

<u>Trademark/ Reg. No./ Ser. No.</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Relevant Goods/ Services</u>	<u>Owner</u>
RN: 180266			Shoes included in Class 25.	
 RN: 4632370	Japan	December 20, 2002	(Int'l Class: 25) (description not available in English)	Propet Footwear, Inc.
 RN: 4005385640000 App. No.: 4020020002724	Republic of Korea	January 27, 2014	(Int'l Class: 25) (description not available in English)	Propet Footwear, Inc.
 RN: 01025330	Taiwan	January 01, 2003	(Int'l Class: 25) (description not available in English)	Propet Footwear, Inc.
(v) PROPÉT RN: 01466489	Taiwan	August 01, 2011	(Int'l Class: 25) clothing and footwear	Propet Footwear, Inc.
(vi) PROPÉT RN: 831204	New Zealand	February 25, 2012	(Int'l Class: 25) footwear	Propet Footwear, Inc.
PROPET  RN: 9550239	China	June 28, 2012	Class 14	Propet Footwear, Inc.
PROPET & Design (vii)  RN: 122231	China	November 14, 1998	Class 18	Propet Footwear, Inc.
PROPET & Design (viii) 	China	September 07, 1997	Class 25	Propet Footwear, Inc.



<u>Trademark/ Reg. No./ Ser. No.</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Relevant Goods/ Services</u>	<u>Owner</u>
RN: 1095385				
旅行家  TRAVELWALKER RN: 9250095	China	May 14, 2014	Class 18	Propet Footwear, Inc.
 P RN: 9249973	China	January 14, 2014	Class 25	Propet Footwear, Inc.
波派(Bo-Pai; PROPET in Chinese) RN: 1232844	China	December 21, 1998	Class 25	Propet Footwear, Inc.
波派(Bo-Pai; PROPET in Chinese) RN: 9550116	China	August 7, 2012	Class 35	Propet Footwear, Inc.
PROPET RN: 9550192	China	August 21, 2012	Class 35	Propet Footwear, Inc.

EXHIBIT C
COPYRIGHTS

None.