



Registration of a Charge

Company Name: **C. & J. CLARK INTERNATIONAL LIMITED**

Company Number: **00141015**



Received for filing in Electronic Format on the: **23/06/2022**

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Details of Charge

Date of creation: **21/06/2022**

Charge code: **0014 1015 0009**

Persons entitled: **BANK OF AMERICA, N.A.**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY REGISTERED OR REQUIRED TO BE REGISTERED IN THE UK IS SUBJECT TO A CHARGE IN THE INSTRUMENT. PLEASE REFER TO THE INSTRUMENT FOR FULL DETAILS OF THE CHARGE CREATED.**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 141015

Charge code: 0014 1015 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st June 2022 and created by C. & J. CLARK INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd June 2022 .

Given at Companies House, Cardiff on 24th June 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, effective as of June 21, 2022 (this “Notice”) is made by C. & J. CLARK INTERNATIONAL LIMITED, a company incorporated in England and Wales with registered office at 40 High Street, Street, Somerset, BA16 0EQ and with registered number 00141015, C. & J. CLARK AMERICA, INC., a Pennsylvania corporation, C. & J. CLARK RETAIL, INC., a Pennsylvania corporation and CLARKS AMERICAS INC., a Delaware corporation and C. & J. CLARK (HOLDINGS) LIMITED, a company incorporated in England and Wales with registered office at 40 High Street, Street, Somerset, BA16 0EQ and with registered number 00079142 (each, a “Grantor” and collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., as agent and security trustee (the “Agent”) for its own benefit and the benefit of the other Secured Parties (as defined in the Intercreditor Agreement), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, Grantors are party to that certain Security Agreement, dated as of June 21, 2022, by the Grantors in favor of the Agent, for the benefit of the Agent and the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors have executed and delivered this Notice for the purpose of recording and confirming the grant of the security interest of the Agent in the Intellectual Property Collateral (as defined below) with the United States Patent and Trademark Office and the United States Copyright Office, as applicable;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement, and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantors to the Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby ratifies such Security Interest and grants to the Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, in all of the present and future right, title and interest of each Grantor in, to and under the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “Intellectual Property Collateral”):

(a) All trademarks, trade names, corporate names, company names, Internet domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, whether registered or unregistered, together with all registrations thereof, all applications in connection therewith and all renewals thereof, and any goodwill of the business connected with, and symbolized by, any of the foregoing, including, without limitation, the trademark registrations and trademark applications set forth on Exhibit A attached hereto (collectively, "Trademarks");

(b) All patents and applications for patents, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, "Patents");

(c) All copyrights and like protections in each work of authorship or derivative work thereof, whether registered or unregistered and whether published or unpublished, including without limitation the registrations and applications set forth on Exhibit C attached hereto, and all renewals thereof (collectively, "Copyrights");

(d) All agreements, whether written or oral, providing for the grant by or to any Grantor of any right in respect of any Trademark, Patent or Copyright (collectively, "Licenses") and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Trademarks, Patents and Copyrights, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(e) The right to sue for past, present and future infringements, misappropriations and dilutions of any of the Trademarks, Patents and Copyrights; and

(f) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, no Trademark shall be included in the Intellectual Property Collateral to the extent that the grant of a security interest in such Trademark would result in, permit or provide grounds for the cancellation or invalidation of such Trademark.

Notwithstanding anything to the contrary contained in clauses (a) through (f) above, the security interest created by this Notice shall not extend to, and the term Intellectual Property Collateral shall not include, any Excluded Property. The Grantors shall from time to time at the request of the Agent give written notice to the Agent identifying in reasonable detail the Excluded Property and shall provide to the Agent such other information regarding the Excluded Property as the Agent may reasonably request.

SECTION 3. Intent. This Notice is being executed and delivered by the Grantor for the purpose of recording and confirming the grant of the security interest of the Agent in the Intellectual Property Collateral with the United States Patent and Trademark Office and United

States Copyright Office, as applicable. It is intended that the security interest granted pursuant to this Notice is granted in conjunction with, and not in addition to or limitation of, the Security Interest granted to the Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Intellectual Property Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Intellectual Property Collateral as in all other Collateral. In the event of a conflict between this Notice and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. Recordation. The Grantors authorize and request that the Commissioner for Patents and the Commissioner for Trademarks or Register of Copyrights, as applicable, and any other applicable government officer record this Notice.

SECTION 5. Termination; Release of Intellectual Property Collateral. Upon termination of the Security Interest in the Intellectual Property Collateral in accordance with the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantors, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Intellectual Property Collateral under this Notice. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 5 shall be without recourse to, or warranty by, the Agent or any other Secured Party.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Grantors and the Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

GRANTORS:


C. & J. CLARK INTERNATIONAL LIMITED

By: 
Name: Paul Wakefield
Title: Director and Company Secretary


C. & J. CLARK AMERICA, INC.

By: 
Name: Thomas White
Title: Director and Secretary


C. & J. CLARK RETAIL, INC.

By: 
Name: Thomas White
Title: Director and Secretary

CLARKS AMERICAS INC.

By: 
Name: Thomas White
Title: Director and Secretary

C. & J. CLARK (HOLDINGS) LIMITED

By: 
Name: Paul Wakefield
Title: Director

AGENT:

BANK OF AMERICA, N.A.

By: 

Name: Daniel K. Clancy

Title: Senior Vice President

EXHIBIT A

Trademark Registrations and Applications

U.S. Federal Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration No./Serial No.</u>	<u>Registration Date/Apl. Date</u>	<u>Status</u>	<u>Owner</u>
ORIGINALS	4454793/ 85928569	24-DEC-2013/ 10-MAY-2013	Registered	C. & J. CLARK INTERNATIONAL LIMITED
CLARKS OUTLET	4456431/ 85789279	24-DEC-2013/ 28-NOV-2012	Registered	C. & J. CLARK INTERNATIONAL LIMITED
	4382840/ 85740511	13-AUG-2013/ 27-SEP-2012	Registered	C. & J. CLARK INTERNATIONAL LIMITED
WAVEWALK	4336063/ 85562580	14-MAY-2013/ 07-MAR-2012	Registered	C. & J. CLARK INTERNATIONAL LIMITED
	4343533/ 85545657	28-MAY-2013/ 17-FEB-2012	Registered	C. & J. CLARK INTERNATIONAL LIMITED
CLARKS FIRST SHOES	4229274/ 85545957	23-OCT-2012/ 17-FEB-2012	Registered	C. & J. CLARK INTERNATIONAL LIMITED
CLARKS KIDS	4343536/ 85545998	28-MAY-2013/ 17-FEB-2012	Registered	C. & J. CLARK INTERNATIONAL LIMITED
WAVEWALK	4231254/ 85435516	23-OCT-2012/ 29-SEP-2011	Registered	C. & J. CLARK INTERNATIONAL LIMITED
CLARKS WAVEWALK	4231255/ 85435592	23-OCT-2012/ 29-SEP-2011	Registered	C. & J. CLARK INTERNATIONAL LIMITED
	3537691/ 77083763	25-NOV-2008/ 16-JAN-2007	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
	3256483/ 78965183	26-JUN-2007/ 31-AUG-2006	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED

<u>Trademark</u>	<u>Registration No./Serial No.</u>	<u>Registration Date/Apl. Date</u>	<u>Status</u>	<u>Owner</u>
CLARKS ARTISAN	3198790/ 78838502	16-JAN-2007/ 16-MAR-2006	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
ARTISAN COLLECTION	3205683/ 78838525	06-FEB-2007/ 16-MAR-2006	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
UNSTRUCTURED	3269987/ 78731301	24-JUL-2007/ 12-OCT-2005	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
pr!vo	2942979/ 78235013	19-APR-2005/ 08-APR-2003	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
DESERT TREK	2999456/ 76257187	27-SEP-2005/ 15-MAY-2001	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
TREK FLEX	2553403/ 75797020	26-MAR-2002 10-SEP-1999	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
Clarks	2344417/ 75413001	25-APR-2000/ 02-JAN-1998	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
Clarks	2354422/ 75410865	06-JUN-2000/ 24-DEC-1997	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
CLARKS	2264354/ 75410866	27-JUL-1999/ 24-DEC-1997	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
CLARKS	2485509/ 75371307	04-SEP-2001/ 10-OCT-1997	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
DESERT	2174249/ 75134397	21-JUL-1998/ 15-JUL-1996	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
ACTIVE AIR	2062796/ 75042013	20-MAY-1997/ 11-JAN-1996	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
<i>Design Only</i> 	1879862/ 74494898	21-FEB-1995/ 28-FEB-1994	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
SPRINGERS	1701860/ 73734227	21-JUL-1992/ 14-JUN-1988	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED

<u>Trademark</u>	<u>Registration No./Serial No.</u>	<u>Registration Date/Apl. Date</u>	<u>Status</u>	<u>Owner</u>
CLARKS ORIGINALS	1509328/ 73713096	18-OCT-1988/ 24-FEB-1988	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
	1436513/ 73615802	14-APR-1987/ 21-AUG-1986	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
WALLABEE	1082661/ 73095380	17-JAN-1978/ 02-AUG-1976	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
TREK	0959469/ 72419061	22-MAY-1973/ 17-JAN-1972	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
WALLABEES	0869035/ 72303193	06-MAY-1969/ 19-JUL-1968	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
CLARKS	0691307/ 72066849	12-JAN-1960/ 02-FEB-1959	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
	0578168/ 71604687	04-AUG-1953/ 10-OCT-1950	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
	0540599/ 71582944	03-APR-1951/ 04-AUG-1949	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
	0150974/ 71142035	10-JAN-1922/ 10-JAN-1921	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
BOSTONIAN FLEXLITE	3693651/ 77491796	06-OCT-2009/ 05-JUN-2008	Renewed (Registered)	C. & J. CLARK AMERICA, INC.
BOSTONIAN	2845916/ 76439217	25-MAY-2004/ 12-AUG-2002	Renewed (Registered)	C. & J. CLARK AMERICA, INC.
BOSTONIAN STADIUM	2664380/ 76245719	17-DEC-2002/ 24-APR-2001	Renewed (Registered)	C. & J. CLARK AMERICA, INC.
BOSTONIAN METRO FLEX	2629011/ 76081783	01-OCT-2002/ 30-JUN-2000	Renewed (Registered)	C. & J. CLARK AMERICA, INC.
STRADA	2625338/ 75293954	24-SEP-2002/ 19-MAY-1997	Renewed (Registered)	C. & J. CLARK AMERICA, INC.
BOSTONIAN	1996992/ 74728152	27-AUG-1996/ 12-SEP-1995	Renewed (Registered)	C. & J. CLARK AMERICA, INC.
MANSFIELD	1747181/ 74225717	19-JAN-1993/ 27-NOV-1991	Renewed (Registered)	C. & J. CLARK AMERICA, INC.
HANOVER	1705061/ 74212842	04-AUG-1992/ 17-OCT-1991	Renewed (Registered)	C. & J. CLARK AMERICA, INC.
HANOVER	1743269/ 74212843	29-DEC-1992/ 17-OCT-1991	Renewed (Registered)	C. & J. CLARK AMERICA, INC.

<u>Trademark</u>	<u>Registration No./Serial No.</u>	<u>Registration Date/Apl. Date</u>	<u>Status</u>	<u>Owner</u>
BOSTONIAN	1630916/ 73825034	08-JAN-1991/ 13-SEP-1989	Renewed (Registered)	C. & J. CLARK AMERICA, INC.
BOSTONIAN	1329078/ 73486302	02-APR-1985/ 21-JUN-1984	Renewed (Registered)	C. & J. CLARK AMERICA, INC.
BOSTONIAN	0580358/ 71640194	22-SEP-1953/ 31-DEC-1952	Renewed (Registered)	C. & J. CLARK AMERICA, INC.
	0055669/ 71016118	21-AUG-1906/ 11-JAN-1906	Renewed (Registered)	C. & J. CLARK AMERICA, INC.
BOSTONIAN	5980470/ 87285685	11-FEB-2020/ 30-DEC-2016	Registered	C. & J. CLARK AMERICA, INC.
	79327931	14-OCT-2021	Pending	C. & J. CLARK INTERNATIONAL LIMITED
Design Only 	4916275 / 79172873	15-MAR-2016/ 11-JUN-2015	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
	5388972 / 79211747	30-JAN-2018/ 17-MAR-2017	Registered	C. & J. CLARK INTERNATIONAL LIMITED
	5000756 / 79178346	19-JUL-2016/ 10-AUG-2015	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
CLARKS ENGLAND	2406978 / 75561572	21-NOV-2000/ 29-SEP-1998	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
CLARKS INDIGO	4188116 / 85436366	7-AUG-2012/ 30-SEP-2011	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
CLARKS ORIGINALS	4916089 / 79170249	15-MAR-2016/ 11-JUN-2015	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
	4971188 / 79177559	7-JUN-2016/ 11-JUN-2015	Registered	C. & J. CLARK INTERNATIONAL LIMITED
CLOUDSTEPPERS	5830513 / 79211624	13-AUG-2019/ 28-APR-2017	Registered	C. & J. CLARK INTERNATIONAL LIMITED
GLOFORMS	5319605 / 79205019	31-OCT-2017/ 22-NOV-2016	Registered	C. & J. CLARK INTERNATIONAL LIMITED
PRIVO	5592386 / 79215401	30-OCT-2018/ 24-JUL-2017	Registered	C. & J. CLARK INTERNATIONAL LIMITED



<u>Trademark</u>	<u>Registration No./Serial No.</u>	<u>Registration Date/Apl. Date</u>	<u>Status</u>	<u>Owner</u>
S E V E N	5952290 / 79250471	7-JAN-2020/ 6-NOV-2018	Registered	C. & J. CLARK INTERNATIONAL LIMITED
SPRINGERS	1701860 / 73734227	21-JUL-1992/ 14-JUN-1988	Registered	C. & J. CLARK INTERNATIONAL LIMITED
	5211448 / 79200063	30-MAY-2017/ 10-AUG-2016	Registered	C. & J. CLARK INTERNATIONAL LIMITED
TRIGENIC	5362172 / 79211926	26-DEC-2017/ 15-MAY-2017	Registered	C. & J. CLARK INTERNATIONAL LIMITED
WAVE	4177982 / 85329922	24-JUL-2012/ 25-MAY-2011	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
WAVEWALK	4916082 / 79170163	15-MAR-2016/ 11-JUN-2015	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED
	4916128 / 79170747	15-MAR-2016/ 11-JUN-2015	Renewed (Registered)	C. & J. CLARK INTERNATIONAL LIMITED

EXHIBIT B

Patents and Patent Applications

<u>Patent</u>	<u>Registration No./Appl. No.</u>	<u>Registration Date/Appl. Date</u>	<u>Status</u>	<u>Owner</u>
Footgauge touchscreen	D789354/ 29514797	2017-06-13/ 2015-01-16	Issued	C. & J. CLARK INTERNATIONAL LIMITED
Footwear with elastic footbed cover and soft foam footbed	9565895/ 14068929	2017-02-14/ 2013-10-31	Issued	C. & J. CLARK INTERNATIONAL LIMITED
Apparatus for measuring an article	9228817/ 14232541	2016-01-05/ 2014-02-24	Issued	C. & J. CLARK INTERNATIONAL LIMITED
Shoe sole	D735452/ 29457065	2015-08-04/ 2013-06-06	Issued	C. & J. CLARK INTERNATIONAL LIMITED
Footwear with air circulation system	8919011/ 13413384	2014-12-30/ 2012-03-06	Issued	C. & J. CLARK INTERNATIONAL LIMITED
Footgauge	D712760/ 29460996	2014-09-09/ 2013-07-17	Issued	C. & J. CLARK INTERNATIONAL LIMITED
Shoe sole	D659364/ 29398274	2012-05-15/ 2011-07-28	Issued	C. & J. CLARK INTERNATIONAL LIMITED
Shoe sole	D659361/ 29398277	2012-05-15/ 2011-07-28	Issued	C. & J. CLARK INTERNATIONAL LIMITED
Shoe sole	D659360/ 29398272	2012-05-15/ 2011-07-28	Issued	C. & J. CLARK INTERNATIONAL LIMITED
Shoe sole	D642777/ 29377370	2011-08-09/ 2010-10-20	Issued	C. & J. CLARK INTERNATIONAL LIMITED
VENTILATED ARTICLE OF FOOTWEAR	16970898	2020-08-18	Pending	C. & J. CLARK INTERNATIONAL LIMITED
Footwear with Air Circulation System	13413384	2012-03-06	Pending	C. & J. CLARK INTERNATIONAL LIMITED
Footwear with air cavities	8375601/ 12637151	2013-02-19/ 2009-12-14	Issued	C. & J. CLARK AMERICA INC.
Vented shoe assembly	8127465/ 12834528	2012-03-06/ 2010-07-12	Issued	C. & J. CLARK AMERICA INC.
Vented shoe assembly	7793426/ 11565309	2010-09-14/ 2006-11-30	Issued	C. & J. CLARK AMERICA INC.
Shoe insole with bumps	D591494/ 29329692	2009-05-05/ 2008-12-19	Issued	C. & J. CLARK AMERICA INC.
Shoe insole with bumps	D576780/ 29280109	2008-09-16/ 2007-05-16	Issued	C. & J. CLARK AMERICA INC.

<u>Patent</u>	<u>Registration No./Appl. No.</u>	<u>Registration Date/Appl. Date</u>	<u>Status</u>	<u>Owner</u>
Footbed system for footwear	D572887/ 29250821	2008-07-15/ 2006-12-01	Issued	C. & J. CLARK AMERICA INC.

EXHIBIT C

List of Copyrights

United States Copyright Registrations and Applications

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
Escalade II Blueprint Drawing.	VAu001046733	2010-12-01	C. & J. Clark International Limited