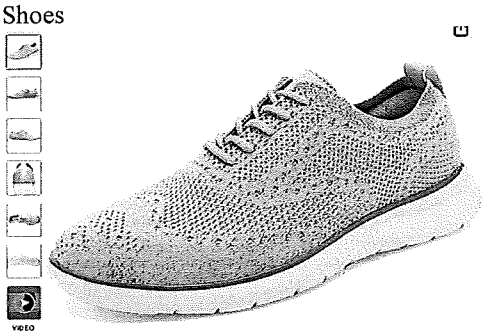
SETTLEMENT AGREEMENT

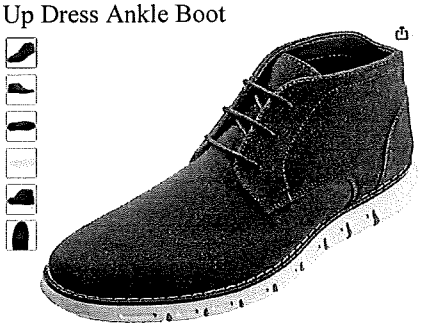
This Settlement Agreement ("Agreement") is executed by and between Cole Haan LLC ("Cole Haan"), a Delaware Limited Liability Company, and Top Glory Trading Group Inc., a New Jersey corporation ("Top Glory"), on this _30_ day of November 2022 (the "Effective Date"). Cole Haan and Top Glory shall be collectively referred to herein as the "Parties."

WHEREAS, as used herein, the term "Accused Uppers" shall refer to the various shoes sold by Top Glory, referred to as the Bruno Marc Mesh Fabric Fashion Sneakers Casual Oxfords, the Bruno Marc Mesh Sneakers Oxfords:

Accused Uppers	
Bruno Marc Mesh Fabric Fashion Sneakers Casual Oxfords Lightweight Breathable Versatile Walking Shoes 	Bruno Marc Men's Mesh Sneakers Oxfords Lightweight Shoes

WHEREAS, as used herein, the term "Accused Soles" shall refer to the various shoes sold by Top Glory, referred to as the Bruno Marc Men's Suede Chelsea Boots Casual Ankle Shoes, Bruno Marc Men's Chukka Dress Boots Leather Oxford Ankle Boot, Bruno Marc Men's Suede Chukka Boots Desert Lace Up Dress Ankle Boot, Bruno Marc Men's Dress Sneakers Casual Oxford Formal Shoes, Bruno Marc Men's Oxford Dress Sneakers Casual Leather Dress Shoes, Bruno Marc Men's Cap Toe Combat Dress Casual Chukka Boots:

Accused Soles

Bruno Marc Men's Suede Chelsea Boots Casual Ankle Shoes	Bruno Marc Men's Chukka Dress Boots Leather Oxford Ankle Boot
Bruno Marc Men's Suede Chukka Boots Desert Lace Up Dress Ankle Boot 	Bruno Marc Men's Dress Sneakers Casual Oxford Formal Shoes
Bruno Marc Men's Oxford Dress Sneakers Casual Leather Dress Shoes	Bruno Marc Men's Cap Toe Combat Dress Casual Chukka Boots

WHEREAS, as used herein, the term "Accused Shoes" shall refer to shoes having either the Accused Uppers or uppers that are not more than colorably different from the uppers of the Accused Uppers, and shoes having either the Accused Soles or soles that are not more than colorably different from the soles of the Accused Soles;

WHEREAS, Cole Haan alleges that Top Glory is infringing Cole Haan's U.S. Patent Nos. 10,327,511, 10,443,163, 11,041,262, D747,859, D768,367, D809,264, and D809,263

(collectively, the "Subject Patents") based on the use, offer for sale, sale, manufacture, and/or importation of the Accused Shoes (the "Infringement Allegations");

WHEREAS, Top Glory denies liability regarding Cole Haan's Infringement Allegations;

WHEREAS, Top Glory represents and warrants it has sold approximately 10,000 pairs of Accused Shoes (including approximately 2900 pairs of Bruno Marc Men's Oxford Dress Sneakers Casual Leather Dress Shoes, approximately 2900 pairs of Bruno Marc Men's Dress Sneakers Casual Oxford Formal Shoes, approximately 4000 pairs of Bruno Marc Men's Mesh Sneakers Oxfords Lightweight Shoes, and very few sales of the other accused shoes) ;

WHEREAS, Top Glory represents that 3500 units of the Accused Shoes remain in inventory (Remaining Inventory);

WHEREAS, the Parties wish to resolve the disputes and avoid the expense and costs of litigation by settling on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Top Glory's Obligations**

   a. **The Accused Shoes**

Effective immediately, Top Glory and anyone acting in concert with Top Glory, shall not offer for sale, sell, manufacture, or import into the United States the Accused Shoes, except as permitted under Section 1b.

   b. **Remaining Inventory of the Accused Shoes**

On or before December 31, 2022, Top Glory may sell through any Remaining Inventory. Any Remaining Inventory after that date must be destroyed or transferred out of the United

States. By January 30, 2023, Top Glory shall provide Cole Haan with documentation evidencing the destruction or the transfer out of the United States For clarity, nothing in this agreement is to be construed as authorizing Top Glory to sell any Remaining Inventory outside the United States.

c. Payment by Top Glory

Top Glory shall pay Cole Haan $50,000.00 (the "Settlement Payment") within twenty-one (21) calendar days of the Effective Date as full and final satisfaction of the dispute. This settlement amounts shall be paid by Top Glory via wire transfer to Cole Haan, as follows:

Bank of America
222 Broadway
New York, NY 10038
SWIFT: BOFAUS3N
Routing # 111000012
Account # 3751411152
Reference "Top Glory Settlement Payment"

or pursuant to other instructions provided to Top Glory by Cole Haan.

d. Top Glory's Agreement Not To Challenge the Subject Patents

Top Glory agrees that it will not challenge the Subject Patents in any forum, including but not limited to in any inter partes review, post-grant review, covered business method review, and/or federal court litigation except when (1) Top Glory is accused by Cole Haan, either in a letter to Top Glory or in a lawsuit, of infringing one or more of the Subject Patents concerning shoes that are not Accused Shoes; or (2) Cole Haan uses the Subject Patents as a basis to request delisting Top Glory's shoes that are not Accused Shoes.

2. Cole Haan's Obligations

Upon the Settlement Payment, Cole Haan agrees to release Top Glory of the Infringement Allegations as set forth below in Section 3.

3. Release of Top Glory by Cole Haan

Subject to the representations and warranties contained herein, Cole Haan, and its agents, legal representatives, beneficiaries, successors and assigns, and for any person or entity claiming by, through or under it, hereby release, relinquish, acquit, waive and forever discharge Top Glory of and from any and all known claims, demands, damages, causes of action, debts, liabilities, covenants, or suits of any kind or nature whatsoever, which Cole Haan has against the Top Glory arising from or related to the Infringement Allegations.

4. **Release of Cole Haan by Top Glory**

Top Glory, and its agents, legal representatives, beneficiaries, successors and assigns, and for any person or entity claiming by, through or under them, hereby release, relinquish, acquit, waive and forever discharge Cole Haan of and from any and all known claims, demands, damages, causes of action, debts, liabilities, covenants, or suits of any kind or nature whatsoever, which Top Glory has against the Cole Haan arising from or related to the Infringement Allegations.

*** Signature page to follow ***

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IN WITNESS WHEREOF, this Agreement has been executed by Cole Haan LLC on the date shown below.

Cole Haan LLC

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, this Agreement has been executed by Top Glory Trading Group Inc. on the date shown below.

Top Glory Trading Group Inc.

By _____

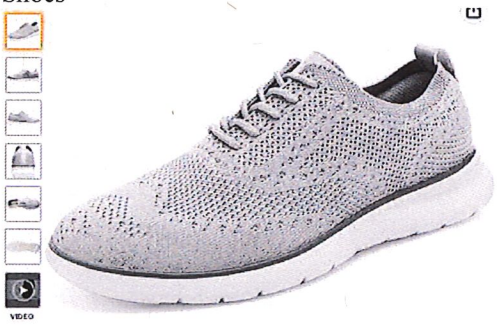
Title: President

Date: 11/30/2022

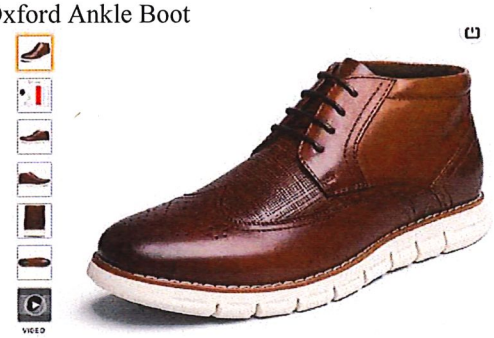
SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is executed by and between Cole Haan LLC ("Cole Haan"), a Delaware Limited Liability Company, and Top Glory Trading Group Inc., a New Jersey corporation ("Top Glory"), on this 30 day of November 2022 (the "Effective Date"). Cole Haan and Top Glory shall be collectively referred to herein as the "Parties."

WHEREAS, as used herein, the term "Accused Uppers" shall refer to the various shoes sold by Top Glory, referred to as the Bruno Marc Mesh Fabric Fashion Sneakers Casual Oxfords, the Bruno Marc Mesh Sneakers Oxfords:

Accused Uppers	
Bruno Marc Mesh Fabric Fashion Sneakers Casual Oxfords Lightweight Breathable Versatile Walking Shoes 	Bruno Marc Men's Mesh Sneakers Oxfords Lightweight Shoes

WHEREAS, as used herein, the term "Accused Soles" shall refer to the various shoes sold by Top Glory, referred to as the Bruno Marc Men's Suede Chelsea Boots Casual Ankle Shoes, Bruno Marc Men's Chukka Dress Boots Leather Oxford Ankle Boot, Bruno Marc Men's Suede Chukka Boots Desert Lace Up Dress Ankle Boot, Bruno Marc Men's Dress Sneakers Casual Oxford Formal Shoes, Bruno Marc Men's Oxford Dress Sneakers Casual Leather Dress Shoes, Bruno Marc Men's Cap Toe Combat Dress Casual Chukka Boots:

Accused Soles	
Bruno Marc Men's Suede Chelsea Boots Casual Ankle Shoes	Bruno Marc Men's Chukka Dress Boots Leather Oxford Ankle Boot 
Bruno Marc Men's Suede Chukka Boots Desert Lace Up Dress Ankle Boot	Bruno Marc Men's Dress Sneakers Casual Oxford Formal Shoes
Bruno Marc Men's Oxford Dress Sneakers Casual Leather Dress Shoes	Bruno Marc Men's Cap Toe Combat Dress Casual Chukka Boots

WHEREAS, as used herein, the term "Accused Shoes" shall refer to shoes having either the Accused Uppers or uppers that are not more than colorably different from the uppers of the Accused Uppers, and shoes having either the Accused Soles or soles that are not more than colorably different from the soles of the Accused Soles;

WHEREAS, Cole Haan alleges that Top Glory is infringing Cole Haan's U.S. Patent

Nos. 10,327,511, 10,443,163, 11,041,262, D747,859, D768,367, D809,264, and D809,263 (collectively, the "Subject Patents") based on the use, offer for sale, sale, manufacture, and/or importation of the Accused Shoes (the "Infringement Allegations");

WHEREAS, Top Glory denies liability regarding Cole Haan's Infringement Allegations;

WHEREAS, Top Glory represents and warrants it has sold approximately 10,000 pairs of Accused Shoes (including approximately 2900 pairs of Bruno Marc Men's Oxford Dress Sneakers Casual Leather Dress Shoes, approximately 2900 pairs of Bruno Marc Men's Dress Sneakers Casual Oxford Formal Shoes, approximately 4000 pairs of Bruno Marc Men's Mesh Sneakers Oxfords Lightweight Shoes, and very few sales of the other accused shoes) ;

WHEREAS, Top Glory represents that 3500 units of the Accused Shoes remain in inventory (Remaining Inventory);

WHEREAS, the Parties wish to resolve the disputes and avoid the expense and costs of litigation by settling on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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   a. **The Accused Shoes**

Effective immediately, Top Glory and anyone acting in concert with Top Glory, shall not offer for sale, sell, manufacture, or import into the United States the Accused Shoes, except as permitted under Section 1b.

   b. **Remaining Inventory of the Accused Shoes**

On or before December 31, 2022, Top Glory may sell through any Remaining Inventory. Any Remaining Inventory after that date must be destroyed or transferred out of the United States. By January 30, 2023, Top Glory shall provide Cole Haan with documentation evidencing the destruction or the transfer out of the United States. For clarity, nothing in this agreement is to be construed as authorizing Top Glory to sell any Remaining Inventory outside the United States.

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SWIFT: BOFAUS3N
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2. Cole Haan's Obligations

Upon the Settlement Payment, Cole Haan agrees to release Top Glory of the Infringement Allegations as set forth below in Section 3.

3. <u>Release of Top Glory by Cole Haan</u>

Subject to the representations and warranties contained herein, Cole Haan, and its agents, legal representatives, beneficiaries, successors and assigns, and for any person or entity claiming by, through or under it, hereby release, relinquish, acquit, waive and forever discharge Top Glory of and from any and all known claims, demands, damages, causes of action, debts, liabilities, covenants, or suits of any kind or nature whatsoever, which Cole Haan has against the Top Glory arising from or related to the Infringement Allegations.

4. <u>Release of Cole Haan by Top Glory</u>

Top Glory, and its agents, legal representatives, beneficiaries, successors and assigns, and for any person or entity claiming by, through or under them, hereby release, relinquish, acquit, waive and forever discharge Cole Haan of and from any and all known claims, demands, damages, causes of action, debts, liabilities, covenants, or suits of any kind or nature whatsoever, which Top Glory has against the Cole Haan arising from or related to the Infringement Allegations.

*** Signature page to follow ***

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IN WITNESS WHEREOF, this Agreement has been executed by Cole Haan LLC on the date shown below.

Cole Haan LLC

By: Laura M Kelly

Title: Secretary

Date: 12/1/22

IN WITNESS WHEREOF, this Agreement has been executed by Top Glory Trading Group Inc. on the date shown below.

Top Glory Trading Group Inc.

By_____

Title: _____

Date: _____