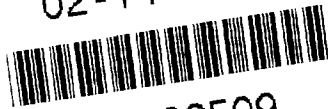


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U.S. Department of Commerce
Patent and Trademark Office
PATENT

1.78.02

**RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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Reel # Frame #
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Conveyance Type

- ☐ Assignment ☒ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other
U.S. Government
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☐ Mark if additional names of conveying parties attached

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Execution Date
Month Day Year

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Month Day Year

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PATENT
REEL: 012559 FRAME: 0035

02/13/2002 BY: [unclear] 0000055-4819345

01 FC:581 40.00 DP

Correspondent Name and Address

Area Code and Telephone Number **617-251-2053**

Name **Frank S. Hamblett**

Address (line 1) **c/o Peabody & Arnold LLP, 50 Rowes Wharf, Boston, MA 02110**

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

4,819,345		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

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Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **40.00**

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

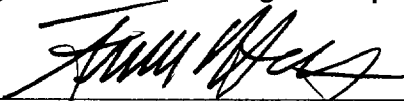
Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Frank S. Hamblett

Name of Person Signing



Signature

12/27/01

Date

SECURITY AGREEMENT (PATENTS)

This SECURITY AGREEMENT (PATENTS)(this "**Agreement**") is made as of December 21, 2001, by and between STARENSIER, INC., a Delaware corporation (the "**Borrower**") and CITIZENS BANK OF MASSACHUSETTS, a Massachusetts bank (the "**Lender**").

All capitalized terms not defined herein but defined in the First Amended and Restated Security Agreement-All Assets, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Security Agreement-All Assets**") by and between the Borrower and the Lender, shall have the meanings given to such terms in the Security Agreement-All Assets.

Preliminary Statements:

WHEREAS, the Borrower has requested that the Lender enter into that certain Third Amendment to Second Amended and Restated Loan Agreement, dated of even date herewith (the "**Third Amendment to Loan Agreement**"), by and between the Borrower and the Lender which amends the Existing Loan Agreement in order to (a) increase temporarily the amount of principal available under the Revolving Line of Credit and (b) grant certain financial accommodations for the benefit of the Borrower, all as more particularly described therein; and

WHEREAS, the Borrower owns the patents and the patent applications set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the "**Patents**"); and

WHEREAS, as a condition precedent to entering into the Third Amendment to Loan Agreement, the Lender has requested that the Borrower enter into this Agreement;

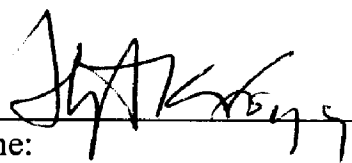
NOW, THEREFORE, in order to induce the Lender to enter into the Third Amendment to Loan Agreement, and in consideration thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Lender as follows:


1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower does hereby grant to the Lender a continuing security interest in and to the Patents and all General Intangibles connected with the use of or related to any and all Patents (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Patents and the use thereof), together with all registrations of the Patents and the applications therefor, all in accordance with the terms and provisions of the Security Agreement-All Assets.
2. The Borrower and the Lender hereby expressly acknowledge and agree that all of the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the Security Agreement-All Assets.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

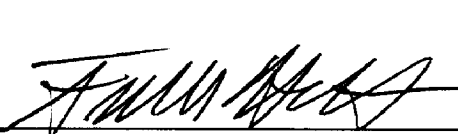
STARENSIER, INC.

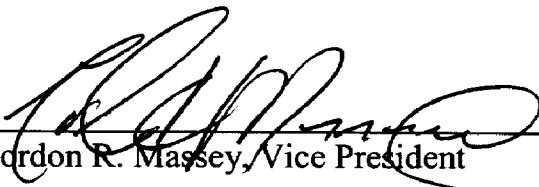

Name: _____

By: 
Richard N. VanDernoot, Chairman

WITNESS:

CITIZENS BANK OF MASSACHUSETTS


Name: _____

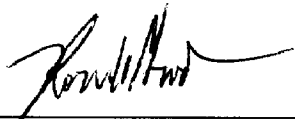
By: 
Gordon R. Massey, Vice President

COMMONWEALTH OF MASSACHUSETTS

~~Middlesex~~ ^{Norfolk} County, ss.

December 21, 2001

Then personally appeared the above-named Richard N. VanDernoot, as Chairman of Starensier, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Starensier, Inc., before me.

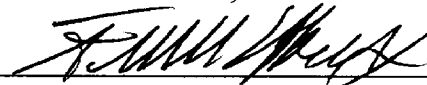
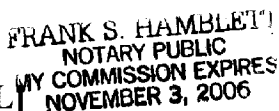

Notary Public
My commission expires: 4/8/2005
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

December 23 2001

Then personally appeared the above-named Gordon R. Massey, as Vice President of Citizens Bank of Massachusetts, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Citizens Bank of Massachusetts, before me.


Notary Public
My commission expires: _____
[AFFIX NOTARIAL SEAL] 

SECURITY AGREEMENT (PATENTS)

by and between

STARENSIER, INC.
(the "**Borrower**")

and

CITIZENS BANK OF MASSACHUSETTS
(the "**Lender**")

List of U.S. Registered Patents (and Applications therefor)

Schedule 1

The following patents issued by, and the following patents applications pending with, the United States Patent and Trademark Office, are owned by the Borrower:

<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>	<u>Date of Issuance</u>
Waterproof Shoe Construction and Manufacture	161885	4,819,345	2/29/88	4/11/89

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