
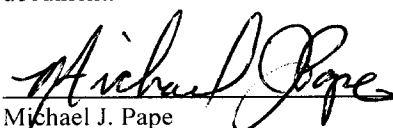
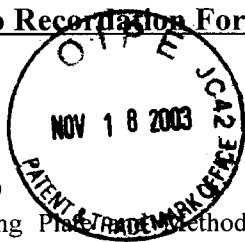


PATI <div style="text-align: center;"> 11-24-2003  102607777 </div>	M	Attorney Docket No.: F380.14-0001 -- kmm <div style="text-align: right; font-size: 1.2em;">11-14-03</div>
To the Commissioner for Patents: <u>102607777</u> and original document or copy thereof.		
1. Name of conveying party(ies): (1) <u>Artemis Licensing</u> (2) _____ (3) _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: <u>Curtis Holdings, LLC</u> Internal Address: _____ Street Address: <u>19230 Evans Street</u> City: <u>Elk River</u> , State: <u>MN</u> ZIP <u>55330</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Surrender of Security Interest</u> Execution Date: <u>September 30, 2003</u>	4B. Patent No.(s) Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <div style="text-align: center; font-size: 1.5em;">6006451</div>	
4A. Application No.(s) If this document is being filed together with a new application, the execution date(s) of the application is: ____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	6. Total number of applications and patents involved: <u>[24]</u> 7. Total fee (37 C.F.R. 3.41):.....\$ <u>960.00</u>	
DO NOT USE THIS SPACE		
9. 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. <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 40%;">  Michael J. Pape </div> <div style="width: 30%; text-align: center;"> <u>11/12/03</u> Date </div> <div style="width: 30%; text-align: right;"> Total number of pages including cover sheet, attachments and document: <u>[14]</u> </div> </div>		

11/21/2003 BYRME 00000064 6006451

01 FC:8021

960.00 DP

U.S. UTILITY PATENTS

- 1) U.S. Patent No. 6,006,451
Issue Date: December 28, 1999
Title: Apparatus with Grinding Plate and Method of Making Same
- 2) U.S. Patent No. 5,970,631
Issue Date: October 26, 1999
Title: Footwear for Grinding
- 3) U.S. Patent No. 6,041,525
Issue Date: March 28, 2000
Title: Footwear Grinding Apparatus with Flanking Bearing Surfaces
- 4) U.S. Patent No. 6,006,450
Issue Date: December 28, 1999
Title: Wear Resistant Grind Shoe Apparatus
- 5) U.S. Patent No. 6,115,946
Issue Date: September 12, 2000
Title: Method for Making Footwear Grinding Apparatus
- 6) U.S. Patent No. 6,158,150
Issue Date: December 12, 2000
Title: Longitudinal Grind Plate
- 7) U.S. Patent No. 6,195,918
Issue Date: March 6, 2001
Title: Grinding Apparatus with Flexible Plate
- 8) U.S. Patent No. 6,195,920
Issue Date: March 6, 2001
Title: Grinding Footwear Apparatus with Storage Compartment
- 9) U.S. Patent No. 6,151,806
Issue Date: November 28, 2000
Title: Grinding Footwear Apparatus Including Plate with Braking Surfaces
- 10) U.S. Patent No. 6,247,251
Issue Date: June 19, 2001
Title: Grind Plate with Removable Inserts
- 11) U.S. Patent No. 6,357,145
Issue Date: March 19, 2002
Title: High Performance Lightweight Grind Shoe Apparatus
- 12) U.S. Patent No. 6,467,198
Issue Date: October 22, 2002
Title: High Flex Grinding Shoe

U.S. DESIGN PATENTS

- 13) U.S. Design Patent No. D401,739
Issue Date: December 1, 1998
Title: Grinding Plate for Shoes
- 14) U.S. Design Patent No. D404,550
Issue Date: January 26, 1999
Title: Combination Grinding Shoe Sole and Plate
- 15) U.S. Design Patent No. D412,778
Issue Date: August 17, 1999
Title: Shoe Sole
- 16) U.S. Design Patent No. D414,021
Issue Date: September 21, 1999
Title: Tread for a Shoe Sole
- 17) U.S. Design Patent No. D408,123
Issue Date: April 20, 1999
Title: Shoe Upper
- 18) U.S. Design Patent No. D412,779
Issue Date: August 17, 1999
Title: Combined Midsole and Grinding Shoe Outsole
- 19) U.S. Design Patent No. D420,789
Issue Date: February 22, 2000
Title: Shoe Upper
- 20) U.S. Design Patent No. D413,193
Issue Date: August 31, 1999
Title: Shoe Midsole
- 21) U.S. Design Patent No. D414,320
Issue Date: September 28, 1999
Title: Shoe Upper
- 22) U.S. Design Patent No. D426,374
Issue Date: June 13, 2000
Title: Grind Plate
- 23) U.S. Design Patent No. D426,948
Issue Date: June 27, 2000
Title: Grind Plate
- 24) U.S. Design Patent No. D440,386
Issue Date: April 17, 2001
Title: Low Profile Grind Plate

SURRENDER OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS SURRENDER OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Surrender"), dated as of June ____ 2003 (the "Effective Date"), is made by ARTEMIS LICENSING, a California corporation ("Seller"), in favor of CURTIS HOLDINGS, LLC, a Minnesota limited liability company ("Grantor").

RECITALS

- A. Pursuant to that certain Intellectual Property Purchase Agreement dated as of May 30, 2002 by and between Grantor and Seller (the "Purchase Agreement"), Seller agreed to sell the Intellectual Property to Grantor pursuant to the terms and conditions of the Purchase Agreement; and
- B. Seller was willing to sell the Intellectual Property to Grantor as provided for in the Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Seller the Intellectual Property Security Agreement (the "Security Agreement") to secure the Grantor's complete and timely performance of, and its compliance with, all of its covenants, agreements, representations, warranties, indemnities and other obligations contained in the Purchase Agreement.

NOW, THEREFORE, recognizing and accepting the full, complete and entire completions of Grantor's obligations under the Intellectual Property Security Agreement, the Seller hereby agrees as follows:

- 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.
- 2. SURRENDER OF INTELLECTUAL PROPERTY SECURITY INTEREST. Seller hereby certifies that the Seller no longer claims a security interest, lien, or debt under the Security Agreement or any financing statement(s) that Seller may have filed. Seller agrees to notify Grantor of any financing statement(s) it may have filed and to assist Grantor as necessary in filing any and all papers to terminate such financing statement(s). Seller hereby further agrees to discharge Grantor of any and all obligations, duties, or burdens, on or under the Security Agreement, and to terminate, cancel, surrender and release the security interest created in all of Grantor's right, title and interest in, to and under, the following intellectual property (collectively, the "Collateral"):
 - (a) the trademarks and domain names shown on Schedule 1 attached hereto (the "Marks"), in all their various forms currently in use on or in connection with men's and women's footwear, apparel, accessories and any other items, including but not limited to those shown on Schedule 1 hereto, including,

without limitation, the Marks as they appear in the registrations or any common law use of the Marks;


- (b) the United States patents and patent applications set forth in Schedule 2 attached hereto (the "Patent Rights"), and any domestic or foreign patents issued thereupon, including foreign counterpart applications, patents issued upon foreign counterpart applications, continued-prosecution applications, continuations, divisionals or continuation-in-part applications or as described in Schedule 2 hereto, together with any improvements thereto;
- (c) all blueprints, molds, techniques and methodology known to Grantor in connection with manufacture of the footwear and grind plates heretofore made by Grantor, including, inter alia, all factual knowledge and information owned or controlled by Grantor that may or may not be capable of precise, separate definition but which, in accumulated form, provides and ability to produce and market the Products;
- (d) the License Agreement;
- (e) any goodwill of the business connected with the use of, and symbolized by, the Marks; and
- (f) all "Proceeds" of the foregoing, including, without limitation, any claim by Grantor or for the benefit of Grantor against third parties for past, present or future (i) infringement or dilution of either of the Patent Rights or the Marks or (ii) injury to the goodwill associated with the Marks.

3. ACKNOWLEDGMENT OF SELLER. Seller acknowledges Grantor has made full satisfaction of all of its payment obligations under the Purchase Agreement, and any and all subsequent modifications or amendments thereto, and at the time of full satisfaction there was no Default. Seller further acknowledges that the Grantor has fulfilled and fully satisfied all obligations of the Security Agreement, including but not limited to notice and maintenance related to the Collateral.

IN WITNESS THEREOF, Seller has caused this Surrender of Intellectual Property Security Interest to be executed and delivered by its duly authorized officer as of the date first set forth above.

"SELLER"

ARTEMIS LICENSING
a California corporation

By: 
Anthony E. Armand
Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

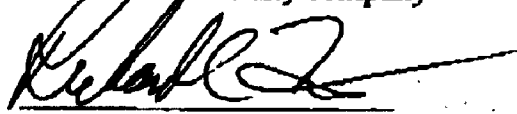
On June _____, 2003, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the same.

WITNESS my hand and official seal.

Notary Public in and for said County and State

ACCEPTED and ACKNOWLEDGED by:

CURTIS HOLDINGS, LLC,
a Minnesota limited liability company

By: 
Richard C. Foster
Chief Manager

Page 3 of 3

PATENT
REEL: 014709 FRAME: 0443

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

ORANGE

SS.

On SEPTEMBER 30, 2003 before me,

JAMES B. DIAZ, NOTARY PUBLIC

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

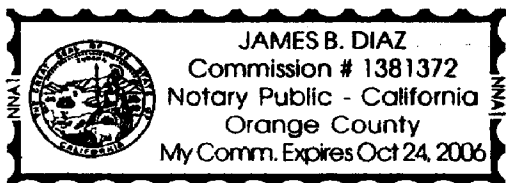
personally appeared

ANTHONY E. ARMAND

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SURRENDER OF INSURANCE PROCEEDS SECURITY INTEREST

Document Date: Number of Pages: 11

Signer(s) Other Than Named Above: n/a

Capacity(ies) Claimed by Signer

Signer's Name: ANTHONY E. ARMAND

☐ Individual

☒ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing: ARTEMIS LICENSING



SCHEDULE 1**MARKS**

MARK	COUNTRY	STATUS	DATE
SOAP	Argentina	Ser. No. 2191792	Filed 12/10/98
SOAP	Argentina	Ser. No. 2212910	Filed 4/9/99
SOAP	Australia	Reg. No. 763601	Registered 01/15/99
UHF	Australia	Reg. No. 780682	Registered 9/17/99
SOAP	Benelux	Reg. No. 641791	Registered 7/5/99
SOAP (logo)	Brazil	Ser. No. 821581090	Filed 4/28/99
SOAP	Chile	Reg. No. 552899	Registered 11/12/99
UHF	Chile	Reg. No. 552898	Registered 11/12/99
SOAP	China	Ser. No. 9800063827	Filed 6/12/98
UHF	China	Ser. No. 9800013518	Filed 2/20/98
UHF	European Union (CTM)	Reg. No. 703207	Registered 7/5/99
SOAP	Hong Kong	Reg. No. 13975/1999	Registered 12/23/98
UHF	Hong Kong	Reg. No. B5799/2000	Registered 12/23/98
SOAP	Indonesia	Ser. No. D9727301	Filed 12/15/97
SOAP	Israel	Reg. No. 129257	Registered 7/19/99
UHF	Israel	Ser. No. 129258	Filed 7/19/99
UHF	Japan	Reg. No. 4238990	Registered 2/12/99
SOAP	Lebanon	Reg. No. 78881	Registered 2/17/99
UHF	Lebanon	Reg. No. 78882	Registered 2/17/99
SOAP	Mexico	Reg. No. 647305	Registered 3/27/00
UHF	Mexico	Reg. No. 647304	Registered 3/27/00
SOAP	New Zealand	Reg. No. 292928	Registered 5/28/98
UHF	New Zealand	Reg. No. B302446	Registered 12/9/98
SOAP	Oman	Ser. No. 19233	Filed 12/15/98
UHF	Oman	Ser. No. 19234	Filed 12/15/98
SOAP	Panama	Ser. No. 104002	Filed 11/25/99
UHF	Panama	Ser. No. 104001	Filed 11/25/99
SOAP	Qatar	Ser. No. 19860	Filed 12/24/98
UHF	Qatar	Ser. No. 19859	Filed 12/24/98
SOAP	Singapore	Ser. No. 15188/97	Filed 12/13/97
UHF	Singapore	Ser. No. 15189/97	Filed 12/13/97
SOAP	South Africa	Reg. No. 098/22692	Registered 1/03/02

UHF	South Africa	Ser. No. 098/23113	Filed 12/21/98
SOAP	South Korea	Reg. No. 431629	Registered 11/30/98
SOAP	South Korea	Reg. No. 450462	Registered 7/5/99
UHF	South Korea	Reg. No. 429277	Registered 11/12/98
UHF	South Korea	Reg. No. 450463	Registered 7/5/99
SOAP	Taiwan	Reg. No. 889924	Registered 4/16/00
UHF	Taiwan	Reg. No. 840814	Registered 2/16/99
SOAP	Thailand	Reg. No. 93469	Registered 9/18/98
UHF (logo)	Thailand	Ser. No. 381480	Filed 2/24/99
SOAP	United Arab Emirates	Ser. No. 030813	Filed 4/12/99
UHF	United Arab Emirates	Ser. No. 030814	Filed 4/12/99
O (Stylized)	U.S.	Fed. Reg. No. 2,484,098	Registered 9/4/01
SHOES FOR THE DAILY GRIND	U.S.	Fed. Reg. No. 2,137,922	Registered 2/17/98
SOAP	U.S.	Fed. Reg. No. 2,190,714	Registered 9/22/98
SOAP	U.S.	Fed. Reg. No. 2,361,034	Registered 6/27/00
UHF	U.S.	Fed. Reg. No. 2,189,162	Registered 9/15/98
UHF (logo)	U.S.	Fed. Reg. No. 2,202,708	Registered 11/10/98
SOAP	Uruguay	Reg. No. 310341	Registered 10/4/99
UHF	Uruguay	Reg. No. 310340	Registered 10/4/99
SOAP	Vietnam	Reg. No. 31,531	Registered 7/13/99
UHF	Vietnam	Reg. No. 31,532	Registered 7/13/99

TRADEMARK	PRODUCT
O (Stylized)	Footwear; apparel, namely headgear (Note: t-shirts and shirts removed per agreement with Tee-Jays).
SHOES FOR THE DAILY GRIND	Footwear.
SOAP	Footwear; apparel, namely, t-shirts and shirts; and headgear.
UHF	Footwear and headwear.

THE FOLLOWING URL's: soapshoes.com; soap-shoes.net; and soap-shoes.com

SCHEDULE 2

PATENTS

U.S. UTILITY PATENTS:

- 1) U.S. Patent No.: 6,006,451
Issue Date: December 28, 1999
Title: Apparatus With Grinding Plate And Method of Making Same
- 2) U.S. Patent No.: 5,970,631
Issue Date: October 26, 1999
Title: Footwear for Grinding
- 3) U.S. Patent No.: 6,041,525
Issue Date: March 28, 2000
Title: Footwear Grinding Apparatus with Flanking Bearing Surfaces
- 4) U.S. Patent No.: 6,006,450
Issue Date: December 28, 1999
Title: Wear Resistant Grind Shoe Apparatus
- 5) U.S. Patent No.: 6,115,946
Issue Date: September 12, 2000
Title: Method for Making Footwear Grinding Apparatus
- 6) U.S. Patent No. 6,158,150
Issue Date: December 12, 2000
Title: Longitudinal Grind Plate
- 7) U.S. Patent No. 6,195,918
Issue Date: March 6, 2001
Title: Grinding Apparatus with Flexible Plate
- 8) U.S. Patent No. 6,195,920
Issue Date: March 6, 2001
Title: Grinding Footwear Apparatus with Storage Compartment
- 9) U.S. Patent No. 6,151,806
Issue Date: November 28, 2000
Title: Grinding Footwear Apparatus Including Plate with Braking Surfaces
- 10) U.S. Patent No. 6,247,251
Issue Date: June 19, 2001
Title: Grind Plate with Removable Inserts

- 11) U.S. Patent No. 6,357,145
Issue Date: March 19, 2002
Title: High Performance Lightweight Grind Shoe Apparatus

U.S. UTILITY APPLICATIONS:

- 1) U.S. Patent Application No.: 09/737,134 (Notice of Allow. received, Issue Fee paid 9/02)
Filing Date: December 13, 2000
Title: High Flex Grind Shoe

U.S. DESIGN PATENTS:

- 1) U.S. Design Patent No.: D401,739
Issue Date: December 1, 1998
Title: Grinding Plate for Shoes
- 2) U.S. Design Patent No.: D404,550
Issue Date: January 26, 1999
Title: Combination Grinding Shoe Sole and Plate
- 3) U.S. Design Patent No.: D412,778
Issue Date: August 17, 1999
Title: Shoe Sole
- 4) U.S. Design Patent No.: D414,021
Issue Date: September 21, 1999
Title: Tread for a Shoe Sole
- 5) U.S. Design Patent No.: D408,123
Issue Date: April 20, 1999
Title: Shoe Upper
- 6) U.S. Design Patent No.: D412,779
Issue Date: August 17, 1999
Title: Combined Midsole and Grinding Shoe Outsole
- 7) U.S. Design Patent No.: D420,789
Issue Date: February 22, 2000
Title: Shoe Upper
- 8) U.S. Design Patent No.: D413,193
Issue Date: August 31, 1999
Title: Shoe Midsole

- 9) U.S. Design Patent No.: D414,320
Issue Date: September 28, 1999
Title: Shoe Upper
- 10) U.S. Design Patent No.: D426,374
Issue Date: June 13, 2000
Title: Grind Plate
- 11) U.S. Design Patent No.: D426,948
Issue Date: June 27, 2000
Title: Grind Plate
- 12) U.S. Design Patent No.: D440,386
Issue Date: April 17, 2001
Title: Low Profile Grind Plate

FOREIGN UTILITY PATENTS:

- 1) Foreign Patent No.: NI-107638 (Taiwan)
Issue/Grant Date: October 1, 1999
Title: Footwear Incorporating Grind Plate

FOREIGN UTILITY APPLICATIONS:

- 1) Foreign Application No.: 2261881 (Canada)
Filing Date: January 22, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
- 2) Foreign Application No.: 97197566.3 (China)
Filing Date: March 1, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
- 3) Foreign Application No.: 97933355.6 (EPC)
Filing Date: February 18, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
- 4) Foreign Application No.: 10-506983 (Japan)
Filing Date: January 25, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
- 5) Foreign Application No.: 99/00845 (Mexico)
Filing Date: January 22, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same

- 6) Foreign Application No.: S19990091 (Viet Nam)
Filing Date: January 9, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
- 7) Foreign Application No.: S19990090 (Viet Nam)
Filing Date: February 9, 1999
Title: Grinding Apparatus and Associated Footwear
- 8) Foreign Application No.: 99/00463 (Mexico)
Filing Date: January 11, 1999
Title: Grinding Apparatus and Associated Footwear

FOREIGN DESIGN PATENTS:

- 1) Foreign Design Patent No.: 2071510 (U.K.)
Issue/Grant Date: August 25, 1998
Title: Grinding Shoe Sole and Plate Design
- 2) Foreign Design Patent No.: 137579 (Australia)
Issue/Grant Date: January 7, 1998
Title: Grinding Shoe Sole and Plate Design
- 3) Foreign Design Patent No.: 141779/1 (Spain)
Issue/Grant Date: September 3, 1999
Title: Grinding Shoe Sole and Plate Design
- 4) Foreign Design Patent No.: M9712024.3 (Germany)
Issue/Grant Date: August 18, 1998
Title: Grinding Shoe Sole and Plate Design
- 5) Foreign Design Patent No.: 29395-01 (Benelux)
Issue/Grant Date: August 21, 1998
Title: Grinding Shoe Sole and Plate Design
- 6) Foreign Design Patent No.: 98300231.2 (China)
Issue/Grant Date: January 30, 1999
Title: Grinding Shoe Sole and Plate Design
- 7) Foreign Design Patent No.: ND-065599 (Taiwan)
Issue/Grant Date: December 31, 1997
Title: Grinding Shoe Sole and Plate Design
- 8) Foreign Design Patent No.: 503853 (France)
Issue/Grant Date: May 29, 1998
Title: Grinding Shoe Sole and Plate Design

- 9) Foreign Design Patent No.: 1054765 (Japan)
Issue/Grant Date: August 13, 1999
Title: Grinding Shoe Sole and Plate Design
- 10) Foreign Design Patent No.: 229564 (Korea)
Issue/Grant Date: October 14, 1998
Title: Grinding Shoe Sole and Plate Design
- 11) Foreign Design Patent No.: 5574 (Viet Nam)
Issue/Grant Date: December 12, 1999
Title: Grinding Shoe Sole and Plate Design