

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Manufacturers and Traders Trust Company	06/24/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Phoenix Footwear Group, Inc.
<b>Street Address:</b>	5759 Fleet St., Suite 220
<b>City:</b>	Carlsbad
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92008
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6675501
Patent Number:	6857202
Patent Number:	6922914
Patent Number:	6976319
Patent Number:	7171764
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(585)419-8813
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	585-419-8636
<b>Email:</b>	kwright@harrisbeach.com
<b>Correspondent Name:</b>	Neal L. Slifkin
<b>Address Line 1:</b>	Harris Beach PLLC
<b>Address Line 2:</b>	99 Garnsey Rd
<b>Address Line 4:</b>	Pittsford, NEW YORK 14534
<b>ATTORNEY DOCKET NUMBER:</b>	205131
<b>NAME OF SUBMITTER:</b>	Neal L. Slifkin

**CH \$200.00 6675501**

**PATENT**

**500594858**

**REEL: 021243 FRAME: 0514**

Total Attachments: 3  
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FULL RELEASE OF  
TRADEMARK SECURITY AGREEMENT

THIS FULL RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release") is made and entered into as of June 24, 2008 by MANUFACTURERS AND TRADERS TRUST COMPANY, as Agent for certain lenders, a New York banking corporation ("Agent"), in favor of PHOENIX FOOTWEAR GROUP, INC., a Delaware corporation ("Obligor").

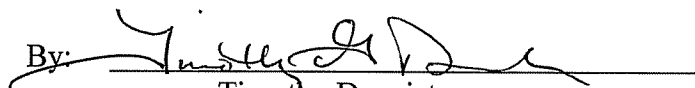
The Agent hereby releases its Security Agreement in Trademarks (the "Agreement") dated June 29, 2005 made between Obligor and Agent, recorded with the United States Patent and Trademark Office as shown on Schedule A attached with respect to all trademarks and trademark applications including but not limited to those described more fully in the Schedules attached thereto and releases, retransfers and reassigns to Obligor, without representation or warranty (except as set forth herein), all of Agent's right, title and interest in and to the such trademarks and trademark applications and the goodwill associated therewith. The Agent hereby terminates, cancels and releases any and all security interests provided by the Agreement.

The Agent represents and warrants that: (i) it has the full power and authority to execute this instrument; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest provided to it pursuant to the Agreement; (iii), as of the date hereof, the filings described in the immediately preceding paragraph are all of the filings it has made to the United States Patent and Trademark Office in respect of the such trademarks and trademark applications.

The Agent agrees to take all further actions, and provide to Obligor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Obligor to more fully and effectively effectuate the purpose of this instrument.

IN WITNESS WHEREOF, the undersigned has caused this Full Release of Trademark Security Agreement to be executed by its duly authorized officer as of the date first set forth above.

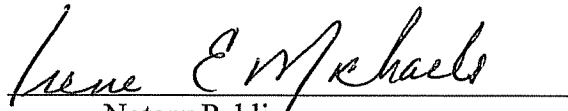
MANUFACTURERS AND TRADERS  
TRUST COMPANY, as Agent

By:   
Timothy Denniston  
Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK     )  
                                  )SS.:  
COUNTY OF MONROE    )

On the 30 day of June in the year 2008 before me, the undersigned, a notary public in and for said state, personally appeared Timothy Denniston, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public  
IRENE E. MICHAELS  
Notary Public, State of New York  
No. 01MI5057175  
Qualified in Monroe County  
Commission Expires 3-18-2010

SCHEDULE A

Security Agreement recorded on December 23, 2005 with the US Patent and Trademark Office  
at reel and frame number 003278/0200

Security Agreement recorded on December 13, 2005 with the US Patent and Trademark Office  
at reel and frame number 017344/0943