

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2715329

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
KEUKA FOOTWEAR, INC.	01/31/2014
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS AGENT
Street Address:	100 FEDERAL STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	D573335
Patent Number:	D572886
Patent Number:	D572885
Patent Number:	D564191
Patent Number:	D554839
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
Phone:	2023704761
Email:	ipteam@nationalcorp.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	THOMAS FAHEY
Address Line 1:	1025 VERMONT AVENUE NW, SUITE 1130
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	F148334

NAME OF SUBMITTER:	JACQUELINE M. BILLARD
Signature:	/JACQUELINE M. BILLARD/
Date:	02/06/2014
<p>Total Attachments: 6 source=keuka patent#page2.tif source=keuka patent#page3.tif source=keuka patent#page4.tif source=keuka patent#page5.tif source=keuka patent#page6.tif source=keuka patent#page7.tif</p>	

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This Amended and Restated Patent Security Agreement (this "Agreement"), dated January 31, 2014, by Keuka Footwear, Inc., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as agent (the "Agent"), for the benefit of the Secured Parties, pursuant to the agreement titled Third Amended and Restated Security Agreement and dated as of the date hereof (the "Security Agreement").

WITNESSETH:

WHEREAS, prior to the date of this Agreement, the Grantor, among others, on the one hand, and Bank of America, N.A., as collateral agent thereunder, and certain of the Lenders on the other hand, previously entered into the Existing Security Agreement (as defined in the Security Agreement);

WHEREAS, prior to the date of this Agreement, in connection with the Existing Security Agreement, the Grantor and Bank of America, N.A., as collateral agent thereunder, were parties to the Patent Security Agreement dated January 21, 2011 (the "Existing Patent Security Agreement");

WHEREAS, by this Agreement, Grantor desires to acknowledge and reaffirm the Existing Liens and acknowledge that the Existing Liens are continuing valid and enforceable first priority perfected Liens in favor of the Agent, for the benefit of the Secured Parties, under the Existing Security Agreement (as modified and restated thereby), in order to secure the Secured Obligations; and

WHEREAS, the Grantor is party to the Security Agreement in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Security Agreement, the Grantor hereby agrees with the Agent 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 Patent Collateral. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following collateral of the Grantor (collectively, the "Patent Collateral"):

- (a) Patents of the Grantor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Patents; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. This Agreement and the Liens and security interests granted hereunder shall terminate in accordance with Section 2.1(B) of the Security Agreement.

SECTION 5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

SECTION 6. Reaffirmation. Effective as of the date hereof, Grantor hereby acknowledges and reaffirms the Existing Liens and acknowledges that the Existing Liens are continuing valid and enforceable first priority perfected Liens in favor of the Agent, for the benefit of the Secured Parties, under the Existing Security Agreement and the Existing Patent Security Agreement, as modified and restated hereby and by the Security Agreement, in order to secure the Secured Obligations. Grantor hereby confirms and agrees that such Liens are hereby ratified and confirmed in all respects in favor of the Agent, for the benefit of the Secured Parties. This Agreement does not discharge or release the Liens or first priority therefor, which shall continue, as modified and restated hereby, without interruption and in full force and effect.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder Of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KEUKA FOOTWEAR, INC.

By:



Name: Roger G Sisson

Title: Sr VP

Accepted and Agreed:

BANK OF AMERICA, N.A., as Agent

By: 

Name: Matthew Potter

Title: Vice President

Signature Page to Amended and Restated Patent Security Agreement (Keuka Footwear)

PATENT
REEL: 032164 FRAME: 0861

SCHEDULE 1
to
AMENDED AND RESTATED PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS AND APPLICATIONS

PATENTS

U.S. Patent No.

Issue Date

See attached list.

International Patent No.

Issue Date

None.

PATENT APPLICATIONS

U.S. Patent Appl. No.

Filing Date

See attached list.

International Appl. No.

Filing Date

None.

Keuka Footwear, Inc. Patents

Jurisdiction	Title	Serial No. Patent No.	Filing Date Issue Date	Status
United States	Shoe sole	D/291,068 D573,335	August 13, 2007 July 22, 2008	Issued
United States	Shoe sole	D/291,070 D572,886	August 13, 2007 July 15, 2008	Issued
United States	Shoe sole	D/291,090 D572,885	August 13, 2007 July 15, 2008	Issued
United States	Shoe sole	D/222,592 D564,191	February 1, 2005 March 18, 2008	Issued
United States	Shoe sole	D/222,573 D554,839	February 1, 2005 November 13, 2007	Issued