

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2765174

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

## CONVEYING PARTY DATA

Name	Execution Date
MORGAN STANLEY SENIOR FUNDING, INC.,	03/11/2014

## RECEIVING PARTY DATA

<b>Name:</b>	CLINCH, LLC
<b>Street Address:</b>	800 ENGLEWOOD PARKWAY
<b>City:</b>	ENGLEWOOD
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80110
<b>Name:</b>	COLLECTIVE BRANDS FINANCE, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	COLLECTIVE BRANDS FRANCHISING SERVICES, LLC
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	COLLECTIVE BRANDS SERVICES, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	COLLECTIVE BRANDS, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	COLLECTIVE BRANDS, LLC
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS

PATENT

<b>Postal Code:</b>	66607
<b>Name:</b>	COLLECTIVE LICENSING INTERNATIONAL, LLC
<b>Street Address:</b>	800 ENGLEWOOD PARKWAY
<b>City:</b>	ENGLEWOOD
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80110
<b>Name:</b>	COLLECTIVE LICENSING, LP
<b>Street Address:</b>	800 ENGLEWOOD PARKWAY
<b>City:</b>	ENGLEWOOD
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80110
<b>Name:</b>	DYELIGHTS, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	EASTBOROUGH, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	PAYLESS COLLECTIVE GP, LLC
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	PAYLESS CUSTOMER SERVICE SOLUTION, LLC
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	PAYLESS GOLD VALUE WY, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	PAYLESS GOLD VALUE, LLC
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA

**PATENT**

**REEL: 032438 FRAME: 0046**

<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	PAYLESS INTERNATIONAL FRANCHISING, LLC
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	PAYLESS NYC, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	PAYLESS PURCHASING SERVICES, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA,
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	PAYLESS SHOESOURCE DISTRIBUTION, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	PAYLESS SHOESOURCE LEASING, LLC
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	PAYLESS SHOESOURCE MERCHANDISING, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	PAYLESS SHOESOURCE WORLDWIDE, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	PAYLESS SHOESOURCE, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE

**PATENT**

**REEL: 032438 FRAME: 0047**

<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	PSS DELAWARE COMPANY 2, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	PSS DELAWARE COMPANY 4, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	SHOE SOURCING, INC.
<b>Street Address:</b>	3231 SE 6TH AVENUE
<b>City:</b>	TOPEKA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66607
<b>Name:</b>	WBG - PSS HOLDINGS LLC
<b>Street Address:</b>	ONE EMBARCADERO CENTER
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111

**PROPERTY NUMBERS Total: 49**

<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6367172
<b>Patent Number:</b>	6408544
<b>Patent Number:</b>	D581138
<b>Patent Number:</b>	D613486
<b>Patent Number:</b>	D613484
<b>Patent Number:</b>	D613485
<b>Patent Number:</b>	D613487
<b>Patent Number:</b>	D613488
<b>Patent Number:</b>	D613045
<b>Patent Number:</b>	D595942
<b>Patent Number:</b>	D645235
<b>Patent Number:</b>	D592846
<b>Patent Number:</b>	D592845
<b>Patent Number:</b>	D592844

**PATENT**

**REEL: 032438 FRAME: 0048**

Property Type	Number
Patent Number:	D592843
Patent Number:	D595035
Patent Number:	D515810
Patent Number:	D632468
Patent Number:	D594202
Patent Number:	D639453
Patent Number:	D638139
Patent Number:	D599994
Patent Number:	D588348
Patent Number:	D578284
Patent Number:	D618896
Patent Number:	D542647
Patent Number:	5793030
Patent Number:	D442356
Patent Number:	6026598
Patent Number:	6321468
Patent Number:	6131311
Patent Number:	6227406
Patent Number:	D399644
Patent Number:	D395342
Patent Number:	D395336
Patent Number:	6094885
Patent Number:	D468079
Patent Number:	D462161
Patent Number:	6026599
Patent Number:	D624731
Patent Number:	D456983
Patent Number:	D416669
Patent Number:	D404556
Patent Number:	D408124
Patent Number:	D624289
Patent Number:	7832116
Patent Number:	6539269
Patent Number:	8168257
Application Number:	13437722

**CORRESPONDENCE DATA**

Fax Number: (212)446-4900

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via*  
**PATENT**

**US Mail.**

**Email:** susan.zablocki@kirkland.com  
**Correspondent Name:** SUSAN ZABLOCKI  
**Address Line 1:** KIRKLAND & ELLIS LLP  
**Address Line 2:** 601 LEXINGTON AVENUE  
**Address Line 4:** NEW YORK, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	14731-2
<b>NAME OF SUBMITTER:</b>	SUSAN ZABLOCKI
<b>SIGNATURE:</b>	/susan zablocki/
<b>DATE SIGNED:</b>	03/12/2014

**Total Attachments: 6**

source=payless - Morgan Stanley Senior Funding - Release of Patent Security Interest\_(30230039\_3)#page1.tif  
source=payless - Morgan Stanley Senior Funding - Release of Patent Security Interest\_(30230039\_3)#page2.tif  
source=payless - Morgan Stanley Senior Funding - Release of Patent Security Interest\_(30230039\_3)#page3.tif  
source=payless - Morgan Stanley Senior Funding - Release of Patent Security Interest\_(30230039\_3)#page4.tif  
source=payless - Morgan Stanley Senior Funding - Release of Patent Security Interest\_(30230039\_3)#page5.tif  
source=payless - Morgan Stanley Senior Funding - Release of Patent Security Interest\_(30230039\_3)#page6.tif

## **RELEASE OF SECURITY INTEREST IN PATENTS**

**THIS RELEASE OF SECURITY INTEREST IN PATENTS** (this “Release”) is made as of March 11, 2014 (“Effective Date”) by **MORGAN STANLEY SENIOR FUNDING, INC.**, a Delaware corporation, with its principal office at 1585 Broadway, New York, NY 10036 (“Grantee”) in favor of the entities listed on Schedule A, each with its principal office as reflected on such Schedule (collectively “Grantors”).

**WHEREAS**, pursuant to the terms and conditions of that certain Grant of Security Interest in United States Patents by and between Grantors and Grantee dated October 9, 2012 (the “Patent Security Agreement”), Grantors granted to Grantee a continuing security interest in (i) all of the Grantors’ right, title and interest in, to and under the United States patents and patent applications (the “Patents”) set forth on Schedule B attached hereto, (ii) any and all rights and privileges arising under applicable Law with respect to such Grantors’ use of the Patents, (iii) any and all inventions and improvements described and claimed therein, (iv) any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (v) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (vi) any and all rights corresponding thereto throughout the world, and (vii) any and all rights to sue for past, present or future infringements thereof;

**WHEREAS**, Grantors and Grantee entered into the Patent Security Agreement pursuant to the terms and conditions of that certain Security Agreement by and between Grantors and Grantee dated October 9, 2012 (the “Security Agreement”);

**WHEREAS**, the Patent Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on October 16, 2012, at Reel/Frame: 029138/0112; and

**WHEREAS**, Grantors have paid all of their outstanding indebtedness to Grantee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Patent Security Agreement and the Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Patents.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Patents; (iii) it has not recorded or otherwise evidenced its security interest with respect to any patent or patent application owned by Grantors, other than those of the foregoing applications set forth on Schedule B (attached hereto), in any jurisdiction throughout the world, other than such filings made in the PTO.

Grantee shall, at Grantors’ expense, take all further actions, and provide to Grantors, Grantors’ 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 Grantors to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MORGAN STANLEY SENIOR FUNDING, INC.

By: Julie Lilienfeld  
Name: Julie Lilienfeld  
Title: Authorized Signatory

[Release of Patent Security Interest]

PATENT  
REEL: 032438 FRAME: 0052



**SCHEDULE A**

<b>Grantor</b>	<b>Address of Principal Office</b>
Payless Gold Value WY, Inc.	3231 SE 6th Avenue, Topeka, KS 66607
Payless Gold Value, LLC	3231 SE 6th Avenue, Topeka, KS 66607
Payless Customer Service Solution, LLC	3231 SE 6th Avenue, Topeka, KS 66607
WBG - PSS Holdings LLC	One Embarcadero Center, Suite 3900, San Francisco, CA 94111
Clinch, LLC	800 Englewood Parkway, Suite C-200, Englewood, CO 80110
Collective Brands Finance, Inc.	3231 SE 6th Avenue, Topeka, KS 66607
Collective Brands Franchising Services, LLC	3231 SE 6th Avenue, Topeka, KS 66607
Collective Brands, LLC	3231 SE 6th Avenue, Topeka, KS 66607
Collective Brands Services, Inc.	3231 SE 6th Avenue, Topeka, KS 66607
Collective Brands, Inc.	3231 SE 6th Avenue, Topeka, KS 66607
Collective Licensing International, LLC	800 Englewood Parkway, Suite C-200, Englewood, CO 80110
Collective Licensing, LP	800 Englewood Parkway, Suite C-200, Englewood, CO 80110
Dyelights, Inc.	3231 SE 6th Avenue, Topeka, KS 66607
Eastborough, Inc.	3231 SE 6th Avenue, Topeka, KS 66607
Payless Collective GP, LLC	3231 SE 6th Avenue, Topeka, KS 66607
Payless International Franchising, LLC	3231 SE 6th Avenue, Topeka, KS 66607
Payless NYC, Inc.	3231 SE 6th Avenue, Topeka, KS 66607
Payless Purchasing Services, Inc.	3231 SE 6th Avenue, Topeka, KS 66607
Payless ShoeSource Distribution, Inc.	3231 SE 6th Avenue, Topeka, KS 66607
Payless ShoeSource Leasing, LLC	3231 SE 6th Avenue, Topeka, KS 66607
Payless ShoeSource Merchandising, Inc.	3231 SE 6th Avenue, Topeka, KS 66607
Payless ShoeSource Worldwide, Inc.	3231 SE 6th Avenue, Topeka, KS 66607
Payless ShoeSource, Inc.	3231 SE 6th Avenue, Topeka, KS 66607
PSS Delaware Company 2, Inc.	3231 SE 6th Avenue, Topeka, KS 66607
PSS Delaware Company 4, Inc.	3231 SE 6th Avenue, Topeka, KS 66607
Shoe Sourcing, Inc.	3231 SE 6th Avenue, Topeka, KS 66607

## **SCHEDULE B**

<b>Title</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Status</b>	<b>Registrant</b>
FLEX SOLE	9373122	8/12/1999	6367172	4/9/2002	Granted	Payless ShoeSource, Inc. Payless ShoeSource Worldwide, Inc.
FLEX SOLE	9347051	7/2/1999	6408544	6/25/2002	Granted	Payless ShoeSource, Inc. Payless ShoeSource Worldwide, Inc.
CLOG	29298579	12/7/2007	D581138	11/25/2008	Granted	Payless ShoeSource Worldwide Inc.
CLOG	29327394	11/5/2008	D613486	4/13/2010	Granted	Payless ShoeSource Worldwide, Inc.
CLOG	29325667	10/3/2008	D613484	4/13/2010	Granted	Payless ShoeSource Worldwide, Inc.
CLOG	29325670	10/3/2008	D613485	4/13/2010	Granted	Payless ShoeSource Worldwide, Inc.
CLOG	29327396	11/5/2008	D613487	4/13/2010	Granted	Payless ShoeSource Worldwide, Inc.
CLOG	29327397	11/5/2008	D613488	4/13/2010	Granted	Payless ShoeSource Worldwide, Inc.
CLOG	29327398	11/5/2008	D613045	4/6/2010	Granted	Payless ShoeSource Worldwide, Inc.
CLOG INSERT	29302398	1/16/2008	D595942	7/14/2009	Granted	Payless ShoeSource Worldwide, Inc.
CLOG WITH DECORATIVE FOXING	29388679	3/31/2011	D645235	9/20/2011	Granted	Payless ShoeSource Worldwide, Inc.
PORTION OF A SHOE UPPER	29302298	1/14/2008	D592846	5/26/2009	Granted	Payless ShoeSource Worldwide, Inc.
PORTION OF A SHOE UPPER	29302297	1/14/2008	D592845	5/26/2009	Granted	Payless ShoeSource Worldwide, Inc.
PORTION OF A SHOE UPPER	29302296	1/14/2008	D592844	5/26/2009	Granted	Payless ShoeSource Worldwide, Inc.
PORTION OF A SHOE UPPER	29302295	1/14/2008	D592843	5/26/2009	Granted	Payless ShoeSource Worldwide, Inc.
PORTION OF A SHOE UPPER	29302294	1/14/2008	D595035	6/30/2009	Granted	Payless ShoeSource Worldwide, Inc.
SHOE BOX	29209796	7/21/2004	D515810	2/28/2006	Granted	Payless ShoeSource Worldwide, Inc.
SHOE INSOLE	29350116	11/11/2009	D632468	2/15/2011	Granted	Payless ShoeSource Worldwide, Inc.

Title	Application Number	Filing Date	Patent Number	Issue Date	Status	Registrant
SHOE UPPER	29305176	3/14/2008	D594202	6/16/2009	Granted	Payless ShoeSource Worldwide, Inc.
STORE INTERIOR WITH A STOREFRONT	29284047	8/29/2007	D639453	6/7/2011	Granted	Payless ShoeSource Worldwide, Inc.
STORE INTERIOR WITH A STOREFRONT	29284048	8/29/2007	D638139	5/17/2011	Granted	Payless ShoeSource Worldwide, Inc.
SUPPORTIVE ELASTIC INSERT FOR A SHOE	29267417	10/13/2006	D599994	9/15/2009	Granted	Payless ShoeSource Worldwide, Inc.
SUPPORTIVE INSERT FOR A SHOE	29267421	10/13/2006	D588348	3/17/2009	Granted	Payless ShoeSource Worldwide, Inc.
SUPPORTIVE OUTSOLE FOR A SHOE	29267418	10/13/2006	D578284	10/14/2008	Granted	Payless ShoeSource Worldwide, Inc.
SUPPORTIVE SHOE INSERT MEMBER	29267416	10/13/2006	D618896	7/6/2010	Granted	Payless ShoeSource Worldwide, Inc.
SHOEBOX	29236763	08/22/2005	D542647	05/15/2007	Granted	Payless ShoeSource Worldwide, Inc.
SYSTEM AND METHOD FOR PRINTING A PATTERN ON FOOTWEAR	13437722	4/2/2012	20120186103		Pending	Payless ShoeSource, Inc.
APPARATUS AND METHOD FOR TRACKING INVENTORY OF MULTIPLE GOODS IN MULTIPLE SHIPPING CARTONS	08711421	09/05/1996	5793030	08/11/1998	Granted	Payless ShoeSource, Inc.
BOOT	29084465	03/04/1998	D442356	05/22/2001	Granted	Payless ShoeSource, Inc.
CHILD'S BOOT WITH REFLECTIVE STRIPE	09034692	03/04/1998	6026598	02/22/2000	Granted	Payless ShoeSource, Inc.
FOOTWEAR OUTSOLE HAVING ARCUATE INNER-STRUCTURE	09113780	07/10/1998	6321468	11/27/2001	Granted	Payless ShoeSource, Inc.
INSOLE INSERT FOR FOOTWEAR	09061924	04/17/1998	6131311	10/17/2000	Granted	Payless ShoeSource, Inc.

Title	Application Number	Filing Date	Patent Number	Issue Date	Status	Registrant
LABEL DISPENSING DEVICE	09128566	08/04/1998	6227406	05/08/2001	Granted	Payless ShoeSource, Inc.
OUTSOLE	29041203	07/10/1995	D399644	10/20/1998	Granted	Payless ShoeSource, Inc.
OUTSOLE BOTTOM	29041238	07/10/1995	D395342	06/23/1998	Granted	Payless ShoeSource, Inc.
OUTSOLE CONTOUR	29042175	08/02/1995	D395336	06/23/1998	Granted	Payless ShoeSource, Inc.
PACKAGING STATION	09123619	07/28/1998	6094885	08/01/2000	Granted	Payless ShoeSource, Inc.
PORTION OF SHOE SOLE	29149801	10/16/2001	D468079	01/07/2003	Granted	Payless ShoeSource, Inc.
PORTION OF SHOE UPPER	29148613	09/24/2001	D462161	09/03/2002	Granted	Payless ShoeSource, Inc.
PSEUDO-PLANAR INSOLE INSERT	09024489	02/17/1998	6026599	02/22/2000	Granted	Payless ShoeSource, Inc.
SHOE	29257209	03/29/2006	D624731	10/05/2010	Granted	Payless ShoeSource, Inc.
SHOE INSOLE	29143487	06/14/2001	D456983	05/14/2002	Granted	Payless ShoeSource, Inc.
SHOE OUTSOLE	29095388	10/22/1998	D416669	11/23/1999	Granted	Payless ShoeSource, Inc.
SHOE UPPER	29090876	06/12/1998	D404556	01/26/1999	Granted	Payless ShoeSource, Inc.
SHOE UPPER	29081847	12/17/1997	D408124	04/20/1999	Granted	Payless ShoeSource, Inc.
SHOE WITH INJECTED PATTERN DESIGN	29257189	03/29/2006	D624289	09/28/2010	Granted	Payless ShoeSource, Inc.
SYSTEM AND METHOD FOR MAKING FOOTWEAR WITH INJECTED COLOR	11393458	03/29/2006	7832116	11/16/2010	Granted	Payless ShoeSource, Inc.
SYSTEM AND METHOD FOR PERFORMANCE SUPPORT	09565939	05/05/2000	6539269	03/25/2003	Granted	Payless ShoeSource, Inc.
SYSTEM AND METHOD FOR PRINTING A PATTERN ON FOOTWEAR	11393455	03/29/2006	8168257	05/01/2012	Granted	Payless ShoeSource, Inc.