

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2837801

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF PATENT SECURITY AGREEMENT PREVIOUSLY RECORDED AT REEL 026700 AND FRAME 0 122

**CONVEYING PARTY DATA**

Name	Execution Date
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH	05/01/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	TOTES ISOTONER CORPORATION
<b>Street Address:</b>	9655 INTERNATIONAL BOULEVARD
<b>City:</b>	CINCINNATI
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45246

**PROPERTY NUMBERS Total: 17**

Property Type	Number
Patent Number:	7010870
Patent Number:	D473708
Patent Number:	6164304
Patent Number:	D398145
Patent Number:	D384491
Patent Number:	D378320
Patent Number:	D415299
Patent Number:	D379710
Patent Number:	D394539
Patent Number:	D430726
Patent Number:	D404156
Patent Number:	D491349
Patent Number:	D485056
Patent Number:	D589247
Patent Number:	D627544
Patent Number:	D551845
Patent Number:	D552341

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736

**PATENT**

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

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**Correspondent Name:** JENNIFER KAGAN  
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**Address Line 4:** BOSTON, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	JENNIFER KAGAN
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<b>SIGNATURE:</b>	/jenniferkagan/
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<b>DATE SIGNED:</b>	05/01/2014
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**Total Attachments: 4**

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## TERMINATION AND RELEASE OF PATENT SECURITY AGREEMENT

THIS **TERMINATION AND RELEASE OF PATENT SECURITY AGREEMENT** (this "Termination"), dated as of May 1, 2014, is made by **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, a Swiss national bank with offices located at 11 Madison Avenue, New York, NY 10010 ("Credit Suisse"), in its capacity as collateral agent pursuant to the Credit Agreement (as hereinafter defined), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent") to **TOTES ISOTONER CORPORATION**, an Ohio corporation with offices located at 9655 International Boulevard, Cincinnati, OH 45246, formerly known as Totes, Inc. (the "Borrower"), and the Guarantors from time to time party thereto (the "Guarantors"), as pledgors, assignors and debtors (the Borrower, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Grantors," and each, a "Grantor"). Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

WHEREAS, the Borrower, **TOTES ISOTONER HOLDINGS CORP.**, a Delaware corporation ("Parent"), **TOTES HOLDINGS, INC.**, a Delaware corporation ("Holdings"), the Guarantors, Credit Suisse, acting through its Cayman Islands Branch, as administrative agent (the "Administrative Agent"), the Collateral Agent and the lending institutions listed therein (the "Lenders") have, in connection with the execution and delivery of the Security Agreement, entered into that certain Credit Agreement (Second Lien Term), dated as of July 8, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Lenders have entered into that certain Intercreditor Agreement dated as of July 8, 2011, by and among Parent, Holdings, the Borrower, the subsidiary guarantors party thereto, and the Administrative Agent, amongst others (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement");

WHEREAS, the Grantors are parties to a Security Agreement dated as of July 8, 2011 (as amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantors were required to execute and deliver that certain Patent Security Agreement dated as of July 8, 2011 (the "Patent Security Agreement"), in which each Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Grantor in, to and under the Pledged Collateral, wherever located and whether then existing or thereafter arising or acquired from time to time, including the Patents and the Patent Licenses (collectively, the "Patent Collateral"). The Patent Collateral includes, without limitation, all Patents and Patent Licenses referred to on Schedule A;

WHEREAS, the Patent Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on August 4, 2011, at Reel 026700 and Frame 0122; and

WHEREAS, the Collateral Agent now desires to terminate and release the Patent Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Collateral Agent hereby states as follows:

1. Definitions. The term "Patents", "Patent Licenses", and all other capitalized terms used herein, but not otherwise defined herein, shall have the meaning provided by reference in the Security Agreement.

2. Release of Security Interest. The Collateral Agent hereby terminates the Patent Security Agreement and terminates, releases and discharges its security interest in the Patent Collateral, and reassigns to the person or persons legally entitled thereto all right, title and interest of the Collateral Agent in the Patent Collateral. The Collateral Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Termination.

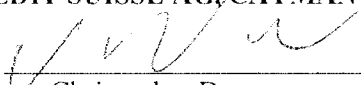
3. Further Actions. The Collateral Agent shall, at Grantor's sole cost and expense, and without representation, warranty or recourse, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Termination.

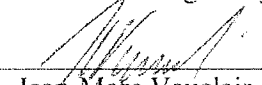
4. Governing Law. This Termination shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination to be duly executed and delivered by its duly authorized officer as of the date first above written.

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**

By:   
Name: Christopher Day  
Title: Authorized Signatory

By:   
Name: Jean-Marc Vaclair  
Title: Authorized Signatory

Schedule A to Patent Termination

Issued:

<b>RECORD OWNER</b>	<b>PATENT NUMBER</b>	<b>DESCRIPTION</b>
tOTES ISOTONER CORPORATION	7010870	TUFTED FOAM INSOLE AND TUFTED FOOTWEAR
tOTES ISOTONER CORPORATION	D473708	UMBRELLA HANDLE
tOTES ISOTONER CORPORATION	6164304	UMBRELLA
tOTES ISOTONER CORPORATION	D398,145	SANDAL INSERT
tOTES ISOTONER CORPORATION	D384,491	OVERSHOE UPPER
tOTES ISOTONER CORPORATION	D378,320	MOCCASIN VAMP
tOTES ISOTONER CORPORATION	D415,299	COMBINED FLASHLIGHT AND UMBRELLA HANDLE
tOTES ISOTONER CORPORATION	D379,710	UMBRELLA HANDLE
tOTES ISOTONER CORPORATION	D394,539	OVERSHOE UPPER
tOTES ISOTONER CORPORATION	D430,726	UMBRELLA HANDLE WITH FLASHLIGHT
tOTES ISOTONER CORPORATION	D404,156	COMBINED UMBRELLA HANDLE AND FLASHLIGHT
tOTES ISOTONER CORPORATION	D491,349	UMBRELLA HANDLE
tOTES ISOTONER CORPORATION	D485,056	UMBRELLA HANDLE
tOTES ISOTONER CORPORATION	D589247	UMBRELLA HANDLE
tOTES ISOTONER CORPORATION	D627544	SLIPPER WITH ADJUSTABLE HEEL STRAP
tOTES ISOTONER CORPORATION	D551845	UMBRELLA HANDLE
tOTES ISOTONER CORPORATION	D552341	UMBRELLA HANDLE