

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3590762

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ANTARES CAPITAL LP	10/27/2015

RECEIVING PARTY DATA

Name:	SHOES FOR CREWS, LLC
Street Address:	250 SOUTH AUSTRALIAN AVENUE, SUITE P1
City:	WEST PALM BEACH
State/Country:	FLORIDA
Postal Code:	33401

PROPERTY NUMBERS Total: 31

Property Type	Number
Patent Number:	D445234
Patent Number:	D446912
Patent Number:	D389995
Patent Number:	D447326
Patent Number:	D446916
Patent Number:	D446915
Patent Number:	D446914
Patent Number:	D433792
Patent Number:	D530067
Patent Number:	D511881
Patent Number:	D530895
Patent Number:	D529696
Patent Number:	D530894
Patent Number:	D529695
Patent Number:	D529694
Patent Number:	D514287
Patent Number:	D542017
Patent Number:	D511889
Patent Number:	D591096
Patent Number:	D596889

PATENT

Property Type	Number
Patent Number:	D601842
Patent Number:	D611691
Patent Number:	D610762
Patent Number:	D602725
Patent Number:	D611749
Patent Number:	D632467
Patent Number:	D666860
Patent Number:	8096012
Patent Number:	8850718
Application Number:	29248465
Application Number:	12697750

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com
Correspondent Name: ELAINE CARRERA, LEGAL ASSISTANT
Address Line 1: 80 PINE STREET
Address Line 2: C/O CAHILL GORDON & REINDAL LLP
Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Michael Barys/
DATE SIGNED:	10/28/2015

Total Attachments: 5
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Antares Capital LP

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Shoes For Crews, LLC

Internal Address: _____

Street Address: 250 South Australian Avenue, Suite P1

City: West Palm Beach

State: FL

Country: USA Zip: 33401

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 27, 2015

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Release of Security Interest

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule 1

B. Patent No.(s)

See Schedule 1

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 31**7. Total fee (37 CFR 1.21(h) & 3.41) \$** _____

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

October 27, 2015
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

TERMINATION OF SECURITY INTEREST IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS, dated as of October 27, 2015 (this "Release"), is made by ANTARES CAPITAL LP, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Agent") for the Secured Parties, in favor of SHOES FOR CREWS, LLC (the "Grantor").

WHEREAS, the Grantor, the lenders from time to time party thereto and the Agent are party to (i) that certain Credit Agreement, dated as of July 23, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"), by and among SHO Holding II Corporation, a Delaware Corporation, the Credit Parties, General Electric Capital Corporation (and as successor by assignment, Antares Capital LP) and (ii) that certain Guaranty and Security Agreement, dated as of July 23, 2010 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver to Agent that certain Patent Security Agreement, dated as of July 23, 2010 (the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, the Grantor, to secure the prompt payment and performance to the Secured Parties of the Obligations, granted to the Agent for the benefit of itself and each of the Secured Parties a continuing Lien upon and security interest in all of the Grantor's patents and patent applications, including the U.S. registered patents set forth on Schedule 1 attached hereto, reissues, divisions, continuations, extensions and continuations-in-part thereof and amendments thereto which had theretofore been or may thereafter be issued throughout the world, income, fees, royalties, damages, claims and payments then or thereafter due and/or payable with respect to any of the foregoing, and with respect to any of the foregoing including damages, claims and payments for past, present or future infringements or other violations thereof, in each case, whether then owned or existing or thereafter created, acquired or arising and wheresoever located, and all Proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing (collectively, the "Patent Collateral");

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on July 23, 2010, at Reel 024733 / Frame 0225 and Assignment of Security Agreement recorded in the United States Patent and Trademark Office on September 9, 2015 at Reel 036573 / Frame 0413; and

WHEREAS, the Agent has agreed to release, discharge, terminate and cancel its security interest in and Lien upon the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreement or the Security Agreement, as applicable.

2. Release of Patent Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interests and Liens arising under the Security Agreement and the Patent Security Agreement in the Grantor's right, title and interest in, to and under the Patent Collateral.

3. Recordation. The Agent hereby authorizes the Grantor or such Grantor's authorized representative to record this Release with the United States Patent and Trademark Office.

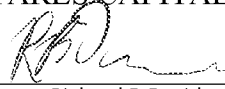
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and their respective successors, assigns and other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signature Page Follows]

IN WITNESS WHEREOF, this Release has been duly executed on the day and year specified at the beginning of this Release.

ANTARES CAPITAL LP, as Agent

By: 
Name: Richard B Davidson
Title: Duly Authorized Signatory

SCHEDULE 1
to
RELEASE OF SECURITY INTEREST IN PATENTS

PATENTS AND PATENT APPLICATIONS

Patent Registrations:

Patent	Registration #	Registration Date
SDH-19 slip resistant sole	D445243	07/24/2001
Shoe covering	D446912	08/28/2001
Shoe sole	D389995	02/03/1998
Slip resistant sole	D447326	09/04/2001
Slip resistant sole	D446916	08/28/2001
Slip resistant sole	D446915	08/28/2001
Slip resistant sole	D446914	08/28/2001
Slip resistant sole	D433792	11/21/2000
Slip resistant sole	D530067	10/17/2006
Slip resistant sole	D511881	11/29/2005
Slip resistant sole	D530895	10/31/2006
Slip resistant sole	D529696	10/10/2006
Slip resistant sole	D530894	10/31/2006
Slip resistant sole	D529695	10/10/2006
Slip resistant sole	D529694	10/10/2006
Slip resistant sole	D514287	02/07/2006
Slip resistant sole	D542017	05/08/2007
Slip resistant crutch tip	D511889	11/29/2005
Slip resistant floor mat	D591096	04/28/2009
Slip resistant floor mat	D596889	07/28/2009
Slip resistant floor mat	D601842	10/13/2009
Slip-resistant outsole tread pattern	D611691	03/16/2010
Shoe sole grid cleaner	D610762	02/23/2010
Floor mat tread	D602725	10/27/2009
Slip-resistant floor mat	D611749	03/16/2010
Boot Tread	D632467	02/15/2011
Hydrodynamic floor mat	D666860	09/11/2011
Outsole Grid Cleaner	8096012	01/17/2012
Shoe with support system	8850718	10/07/2014

Patent Applications:

Patent	Application #	Application Date
Boot tread (Abandoned)	29248465	08/17/2006
Protective mat (Abandoned)	12697750	02/01/2010