

MPO

2-12-99

TRADEMARK RECORDATION COVER SHEET

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202-3513

02-17-1999



100966435

Please record the attached original documents or copy thereof.

Form with 8 numbered sections: 1. Name of conveying party(ies); 2. Name and address of receiving party(ies); 3. Nature of conveyance; 4. Application number(s) or registration number(s); 5. Name and address of party to whom correspondence concerning documents should be mailed; 6. Total number of applications and registrations involved; 7. Total fee; 8. Deposit account number.

ASSIGNMENT BRANCH RECEIVED 99 FEB 12 AM 10:56

9. Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Percy G. Porter Jr. Signature Date February 11, 1999

RELEASE AND REASSIGNMENT OF TRADEMARKS

21 This Release and Reassignment of Trademarks (this "Release") is made on the 21 day of January, 1999 between WELLS FARGO BANK, N.A., successor by merger to FIRST INTERSTATE BANK OF CALIFORNIA ("Lender") and UGG HOLDINGS, INC., a California corporation with its chief executive office located at 495-A South Fairview Avenue, Goleta, California 93117 ("Assignor").

W I T N E S S E T H:

WHEREAS Lender and Assignor were parties to that certain Trademark Collateral Assignment dated _____ (the "Security Agreement") which provided, inter alia, for the granting of a security interest in the trademark rights identified on Exhibit A hereto (the "Trademarks") as collateral for a loan, and which assignment was recorded by the U.S. Patent and Trademark Office at Reel 1693, Frame 0775 on March 4, 1998; all trademarks subject to the Security Agreement, including, but not limited to those identified on Exhibit A hereto, are hereinafter referred to as the "Trademarks";

WHEREAS Lender has received full payment of the outstanding balance of the loan, and all obligations of Assignor have been satisfied; and

WHEREAS Assignor has requested Lender to release Assignor from its obligations under the Security Agreement, and to reassign to it all Trademarks that were the subject of the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Lender hereby agree as follows:

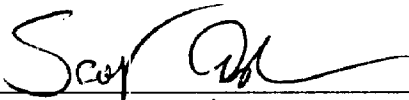
1. Lender hereby reassigns, transfers and sets over unto Assignor, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks, including, without limitation, trademark applications and registered trademarks, and in and to the goodwill and assets of the business to which each of the Trademarks relate, together with the right to recover for past, present and future infringements thereof.
2. Lender hereby releases Assignor and the Collateral (as defined in the Security Agreement), and reassigns to Assignor all rights and interests transferred under the Security Agreement.
3. Lender represents that it has the full right, power and authority to convey the interests herein reassigned, said interests being that originally conveyed under the Security Agreement, and that it has not executed any assignment in conflict herewith.
4. Lender covenants that it shall, upon Assignor's request, execute and deliver all further documents or instruments as may be necessary or appropriate to confirm, maintain and enforce the Release effected hereby or to otherwise effectuate the purposes hereof.

IN WITNESS WHEREOF, Assignor and Lender have caused their corporate names to be hereto signed on the date indicated above.

WELLS FARGO BANK, N.A., successor by merger to
FIRST INTERSTATE BANK


By: _____
Name: _____
Title: _____

UGG HOLDINGS, INC.,
a California corporation

By:  _____
Name: Scott Ash
Title: Authorized Signatory

IN WITNESS WHEREOF, Assignor and Lender have caused their corporate names to be hereto signed on the date indicated above.

WELLS FARGO BANK, N.A., successor by merger to
FIRST INTERSTATE BANK

By: 
Name: Anna K. Mercer
Title: Vice President

UGG HOLDINGS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

List of Trademarks

A. Registered Trademarks

	<u>MARK</u>	<u>REGISTRATION NO.</u>
1.	UGG	1973743
2.	BABY UGGS	1930386
3.	UGG	1807611
4.	ORIGINAL UGG BOOT UGG AUSTRALIA	1460992
5.	UGHS	1237456

B. Pending Trademark Applications

	<u>MARK</u>	<u>SERIAL NO.</u>
1.	Design only	75-249238
2.	UGG SPORT	75-094113

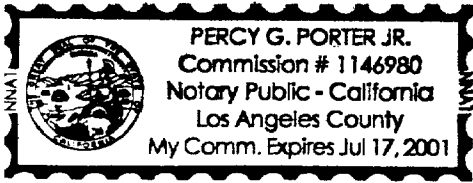
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 1/21/99 Date, before me, Percy G. Porter Jr. Notary Public Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Matthew Scott Ash Name of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
Corporate Officer

Title(s)

- Partner(s) Limited General
Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other:

Signer is Representing:
Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Release and Reassignment

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF SANTA BARBARA)

On FEBRUARY 1, 1999, before me, CYNTHIA M. PETTIT, NOTARY PUBLIC,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared ANNA K. MERCER,
Name of Signer(s)

personally known to me - ~~OR~~ - ~~proved to me on the basis of satisfactory evidence~~ to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cynthia M. Pettit
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer

VICE PRESIDENT
Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

DESCRIPTION OF ATTACHED DOCUMENT

Release and Reassignment
Title or Type of Document

TWO
Number of Pages

UNDATED
Date of Document

Signer is Representing:
Name of Person(s) or Entity(ies)

WELLS FARGO BANK

UGB HOLDINGS INC.

Signer(s) Other Than Named Above