

MRO

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



100966437

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.

RECEIVED
FEB 12 AM 10:56
ASSIGNMENT BRANCH

02/15/1999 JMWTKINS 00000045 74633280
01 FC:481 40.00 DP

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.
Name of Person Signing Signature Date February 11, 1999

## RELEASE AND REASSIGNMENT OF TRADEMARKS

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 ("Lender") and DECKERS OUTDOOR CORPORATION, a Delaware 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 July 27, 1995 (the "Security Agreement") which provided, inter alia, for the granting of a security interest in the trademark rights identified on Exhibit A hereto as collateral for a loan, and which assignment was recorded by the U.S. Patent and Trademark Office at Reel 1390, Frame 0538 on September 21, 1995; 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.

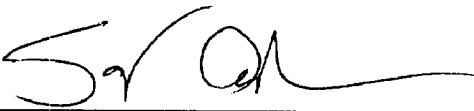
4. Lender covenants that it shall, upon Assignor's request, execute and deliver all further documents or instruments as may be necessary or appropriate to confirm, maintain and enforce the Release effected hereby or to otherwise effectuate the purposes hereof.

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

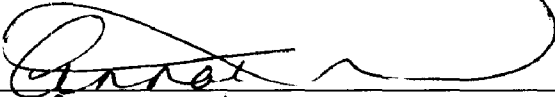
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DECKERS OUTDOOR CORPORATION,  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Scott Ash  
Title: cfo

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

DECKERS OUTDOOR CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

List of Trademarks

Pending Trademark Applications

	<u>MARK</u>	<u>SERIAL NO.</u>
1.	ALP	74-633280

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )

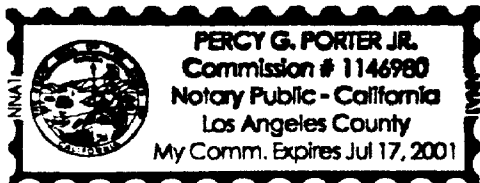
) ss.  
)

COUNTY OF Los Angeles

On January 21, 1999, before me, "Percy G. Porter Jr. Notary Public"  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Matthew Scott Ask  
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.

Percy G. Porter Jr.  
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)

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Release and Reassignment

Title or Type of Document

Title(s)

- Partner(s)  Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Date of Document

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

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

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

personally appeared ANNA K. MELCER,  
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)	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporate Officer <u>VICE PRESIDENT</u> Title(s)	<u>Release and Reassignment</u> Title or Type of Document
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General	<u>TWO</u> Number of Pages
<input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____	<u>UNDATE D</u> Date of Document
Signer is Representing: Name of Person(s) or Entity(ies) <u>WELLS FARGO BANK</u>	<u>DECKERS OUTDOOR CORP.</u> Signer(s) Other Than Named Above