

MRD  
2-12-99

TRADEMARK RECORDATION COVER SHEET

02-17-1999

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



100966436

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Wells Fargo Bank, N.A.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Lender</u></p> <p>Additional name(s) conveying party(ies) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Simple Shoes, Inc.</u> Street Address: <u>495-A South Fairview Avenue</u></p> <p>City <u>Goleta</u> State <u>CA</u> Zip <u>93117</u></p> <p><input type="checkbox"/> Individual(s) _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>California</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, A domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release and Reassignment</u></p> <p>Execution Date: <u>1/21/99</u></p>	
<p>4. Application number(s) or registration number(s)</p> <p>A. Trademark Application No(s):</p> <p>B. Trademark Registration No(s): <u>75-438167</u> <u>75-376332</u></p>	
<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Name: <u>Laurie Kim, Esq.</u> Street Address: <u>Kelley Drye &amp; Warren LLP</u> <u>777 South Figueroa Street, Suite 2700</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90017</u></p>	<p>6. Total number of applications and registrations involved: _____</p> <p>7. Total fee (37 CFR 3.41) <u>65.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>

RECEIVED  
99 FEB 12 AM 10:00  
ASSIGNMENT BRANCH 495-A SOUTH FAIRVIEW AVENUE  
93117  
99-0000 SHIMMER 1/21/99

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

February 11, 1999  
Date

## RELEASE AND REASSIGNMENT OF TRADEMARKS

This Release and Reassignment of Trademarks (this "Release") is made on the \_\_\_\_ day of January, 1999 between WELLS FARGO BANK, N.A., successor by merger to FIRST INTERSTATE BANK ("Lender") and SIMPLE SHOES, 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 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

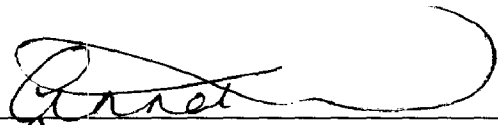
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SIMPLE SHOES, INC.,  
a California corporation

By:  \_\_\_\_\_  
Name: Scott Ash  
Title: Vice President

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

SIMPLE SHOES, INC.,  
a California corporation

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

**EXHIBIT A**

List of Trademarks

Pending Trademark Applications

	<u>MARK</u>	<u>SERIAL NO.</u>
1.	SIMPLE	75-438167
2.	SIMPLE	75-376332

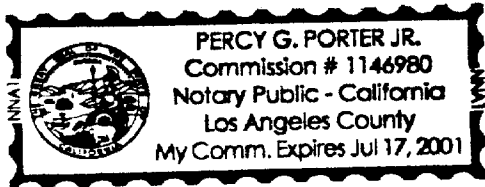
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

VICE PRESIDENT  
Title(s)

- Limited
- General

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

WELLS FARGO BANK

DESCRIPTION OF ATTACHED DOCUMENT

Release and Reassignment  
Title or Type of Document

TWO  
Number of Pages

UN DATED  
Date of Document

SIMPLE SHOES INC.  
Signer(s) Other Than Named Above