

11-01-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp.
5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

102268010

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

I. Name of conveying party(ies):

BNP Paribas

10-3-02

- Individual(s)
- General Partnership
- Corporation-State - **New York**
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

**IAH Acquisition Corp.
Iron Age Corporation
Falcon Shoe Manufacturing Co.**

Street Address: **Robinson Plaza Three, Suite 400**
City: **Pittsburgh** State: **PA** Zip: **15025**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other - **Release of Intellectual Property Security Agreement**
- Merger
- Change of Name

Execution Date: **September 23, 2002**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See attached schedule

B. Trademark Registration No.(s)

See attached schedule

Additional number(s) attached Yes No

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

Name: **Stanley Seuradge**
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved:.....

46

7. Total fee (37 CFR 3.41).....

\$1165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel LLP

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Stanley Seuradge

Name of Person Signing

Signature

October 3, 2002

Date

Total number of pages including cover sheet, attachments, and document: 19

11/01/2002 LMUELLER 00000021 500675 656400

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521
02 FC:8522

40.00 CH
1125.00 CH

9283400 1

TRADEMARK
REEL: 002605 FRAME: 0743

IV. Falcon Shoe Manufacturing Co.

A. U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CHIEF QUODDY'S MAINE MADE and Design	656,488	12/31/57
DUNHAM	895,088	7/21/70
DUNHAM TYROLEANS	740,975	11/20/62
DUNHAM WAFFLE- STOMPERS	973,456	11/20/73
GREAT FOOTWEAR FOR THE GREAT OUTDOORS	1,119,327	5/29/79
RUGGARDS (Stylized)	419,794	3/5/46
THE WAY OF NATURE... THRU THE HANDS OF MAN	1,110,565	1/2/79
TRU-TRAK	1,437,386	4/21/87
TRUKKERS	993,107	9/10/74
DUNHAM DOUBLE COVERAGE TOES and Design	1,855,821	9/27/94
DURAFLEX	843,731	2/6/68
WIDE TRAK	2,030,521	1/14/97
ARMOR-TECH	2,051,944	4/15/97

Trademark Registrations and Applications

I. Iron Age Corporation

A. U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IRON AGE MAXIMUM and Design	1,671,179	1/7/92
IRON AGE SPORTWORK II	1,677,695	3/3/92
GRABBER	928,349	2/1/71
FREEDOM TOE BF and Design	1,276,282	5/1/84
METAPRO	1,077,024	11/8/77
SAF-GARD	949,859	1/2/73
IRON AGE and Design	1,082,707	1/17/88
IRON AGE	1,212,263	10/12/82
MIGHTY TOUGH	634,888	9/25/56
MIGHTY TOUGH and Design	1,919,851	9/19/95
IRON AGE PLUS	1,919,852	9/19/95
ROUGH CREEK	2,112,932	11/11/97
	2,082,503	7/22/97

OIL RESISTANT GUARANTEED SHU-LIFE SOLE	780,371	11/17/64
KNAPP ATVS BUILT TO GO ANYWHERE (Stylized)	1,919,898	9/19/95
KNAPP ATVS BUILT TO GO ANYWHERE	1,967,884	4/16/96
KNAPP ATVS U.S.A. 2000 SERIES (Stylized)	1,901,251	6/20/95
KNAPP ATVS U.S.A. 2000 SERIES	1,905,063	7/11/95
ATVS BY KNAPP	1,477,784	2/23/88
TUF-SHOT	1,344,676	6/25/85
TWO-SHOT	1,201,228	7/13/82
KNAPP MASTERCRAFT CUSHIONED COMFORT and Design	1,133,194	4/15/80
KNAPP SHOES	785,262	2/16/65
KNAPP FREE-WAY CUSHIONED SHOES and Design	671,243	12/16/58

B. U.S. Service Mark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IRON AGE	1,966,512	4/9/96
IRON AGE PLUS	2,120,443	12/9/97

C. U.S. Trademark Applications

<u>Mark</u>	<u>Ser. No.</u>	<u>File Date</u>
RUFFHIDES	74/491,094	2/15/94

SLIP KNOTS	75/443,441	2/24/98
SPORTWORK	75/319,368	7/3/97
ARMOR 75X-TRA LITE	75/342,582	8/18/97
SAFE-GARD	75/357,666	9/16/97
HIGH-WIDE PROFILE II	75/418,663	1/9/98
THE SOLES OF WORKING AMERICA	75/462,254	4/6/98
THE SOLE OF WORKING AMERICA	(to be filed)	
KNAPP	(to be filed)	

RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release") is made and effective as of September 23, 2002 (the "Effective Date"), by BNP PARIBAS (the "Agent"), as agent for, as applicable, the Lenders, the Swing Line Bank and the Issuing Bank, in favor of each of the applicable Grantors (capitalized terms used herein but not defined herein shall have the meanings set forth, as applicable, in First Intellectual Property Security Agreement and Second Intellectual Property Agreement referenced below).

WHEREAS, reference is made to that certain Credit Agreement, dated as of February 26, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time, "Credit Agreement I"), by and among IAH ACQUISITION CORP., the Agent, the applicable Lenders, and the applicable Issuing Bank;

WHEREAS, reference is made to that certain Intellectual Property Security Agreement, dated as of February 26, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time, "First Intellectual Property Security Agreement") by and among the applicable Grantors and the Agent, as agent for the applicable Lenders, and the applicable Issuing Bank, pursuant to which each such Grantor pledged, assigned and granted to the Agent, for the benefit of the Secured Parties (as defined in Credit Agreement I), a security interest in and to all of such Grantor's right, title and interest in and to the applicable Intellectual Property Collateral;

WHEREAS, reference is made to that certain Intellectual Property Security Agreement Supplement, dated as of March 14, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Intellectual Property Security Agreement Supplement") by and among the applicable Grantors and the Agent, as agent for the applicable Lenders, and the applicable Issuing Bank, pursuant to which each such Grantor pledged, assigned and granted to the Agent, for the benefit of the Secured Parties (as defined in Credit Agreement I), a security interest in and to all of such Grantor's right, title and interest in and to the applicable Intellectual Property Collateral

WHEREAS, reference is made to that certain Credit Agreement, dated as of April 24, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, "Credit Agreement II," and together with the Credit Agreement I, the "Credit Agreements"), by and among IRON AGE CORPORATION, the Agent, the applicable Lenders, the applicable Issuing Bank and the applicable Swing Line Bank;

WHEREAS, reference is made to that certain Intellectual Property Security Agreement, dated as of April 24, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, "Second Intellectual Property Security Agreement," and together with First Intellectual Property Security Agreement and the Intellectual Property Security Agreement Supplement, the "Intellectual Property Security Agreements") by and among the applicable Grantors and the Agent, as agent for the applicable Lenders, the applicable

Issuing Bank and the applicable Swing Line Bank, pursuant to which each such Grantor pledged, assigned and granted to the Agent, for the benefit of the Secured Parties (as defined in Credit Agreement II), a security interest in and to all of such Grantor's right, title and interest in and to the applicable Intellectual Property Collateral;

WHEREAS, (i) the First Intellectual Property Agreement was recorded with the United States Patent and Trademark Office under reel and frame number 1565/0638; (ii) the Intellectual Property Agreement Supplement was recorded with the United States Patent and Trademark Office under reel and frame numbers 1583/0132 with respect to Trademarks and under reel and frame numbers 8461/0500 with respect to Patents; and (iii) the Second Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office under reel and frame numbers 1720/0738 with respect to Trademarks and under reel and frame numbers 9138/0007 with respect to Patents; and

WHEREAS, in accordance with the provisions of the Credit Agreements and the Intellectual Property Security Agreements, the Agent is willing to terminate and discharge fully its security interests in all Intellectual Property Collateral under the Intellectual Property Security Agreements (the "Released Intellectual Property"), including the Intellectual Property Collateral listed on Schedule A hereto.

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

1. The Agent, on behalf of all applicable Secured Parties, hereby assigns and releases to all applicable Grantors all of the Agent's security interest in, to and under the Released Intellectual Property Collateral.
2. The Agent acknowledges and affirms that all of the Agent's rights and remedies and all of the Grantors' obligations under the Intellectual Property Security Agreements with respect to the Released Intellectual Property Collateral are hereby terminated, discharged and extinguished.
3. The Agent hereby agrees, at the sole expense of the Grantors, to execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence and record the release of the security interest pursuant to this Release.
4. Executed copies of this Release transmitted by facsimile or other electronic transmission service shall be effective as delivery of an original executed counterpart of this Release.
5. The Agent hereby authorizes and requests the Commissioner of Trademarks and the Commissioner of Patents of the United States Patent and Trademark Office to record this Release.
6. This Release shall be governed by, and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the date first above written.

BNP PARIBAS, as Agent

By 
Name: **ALAN MUSTACCHI**
Title: **Managing Director**

By 
Name: **CECILE SCHERER**
Title: **Director**
Merchant Banking Group

Patents and Patent Applications

I. Iron Age Corporation

A. U.S. Patent

<u>Title</u>	<u>Pat. No.</u>	<u>Issue Date</u>
Outsole for a Shoe	D302,765	8/15/89

II. Iron Age Holdings Corporation

None.

III. Iron Age Investment Company

None.

IV. Falcon Shoe Mfg. Co.

A. U.S. Patent Application

<u>Title</u>	<u>Ser. No.</u>	<u>File Date</u>
Methods and Apparatuses for Insulating an Article of Footwear Having a Protective Toe Cap	08/543,002	10/13/95

Trademark Registrations and Applications

I. Iron Age Corporation

A. U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IRON AGE MAXIMUM and Design	1,671,179	1/7/92
IRON AGE SPORTWORK II	1,677,695	3/3/92
GRABBER	928,349	2/1/71
FREEDOM TOE	1,276,282	5/1/84
BF and Design	1,077,024	11/8/77
METAPRO	949,859	1/2/73
SAF-GARD	1,082,707	1/17/88
IRON AGE and Design	1,212,263	10/12/82
IRON AGE	634,888	9/25/56
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IRON AGE PLUS	2,112,932	11/11/97
ROUGH CREEK	2,082,503	7/22/97

OIL RESISTANT GUARANTEED SHU-LIFE SOLE	780,371	11/17/64
KNAPP ATVS BUILT TO GO ANYWHERE (Stylized)	1,919,898	9/19/95
KNAPP ATVS BUILT TO GO ANYWHERE	1,967,884	4/16/96
KNAPP ATVS U.S.A. 2000 SERIES (Stylized)	1,901,251	6/20/95
KNAPP ATVS U.S.A. 2000 SERIES	1,905,063	7/11/95
ATVS BY KNAPP	1,477,784	2/23/88
TUF-SHOT	1,344,676	6/25/85
TWO-SHOT	1,201,228	7/13/82
KNAPP MASTERCRAFT CUSHIONED COMFORT and Design	1,133,194	4/15/80
KNAPP SHOES	785,262	2/16/65
KNAPP FREE-WAY CUSHIONED SHOES and Design	671,243	12/16/58

B. U.S. Service Mark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IRON AGE	1,966,512	4/9/96
IRON AGE PLUS	2,120,443	12/9/97

C. U.S. Trademark Applications

<u>Mark</u>	<u>Ser. No.</u>	<u>File Date</u>
RUFFHIDES	74/491,094	2/15/94

SLIP KNOTS	75/443,441	2/24/98
SPORTWORK	75/319,368	7/3/97
ARMOR 75X-TRA LITE	75/342,582	8/18/97
SAFE-GARD	75/357,666	9/16/97
HIGH-WIDE PROFILE II	75/418,663	1/9/98
THE SOLES OF WORKING AMERICA	75/462,254	4/6/98
THE SOLE OF WORKING AMERICA	(to be filed)	
KNAPP	(to be filed)	

D. Foreign Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IRON AGE	Belux	488,506	12/7/90
IRON AGE	Canada	223,537	10/7/77
IRON AGE	Germany	1,022,860	11/27/80
IRON AGE	Denmark	2318-1981	9/4/81
IRON AGE	France	1,621,306	11/27/80
IRON AGE	United Kingdom	1,144,205	11/19/80
IRON AGE	Mexico	419,038	3/8/92
IRON AGE	Norway	110,047	12/3/81
IRON AGE	Taiwan	434,908	3/16/89
IRON AGE	China	642,723	5/21/93
IRON AGE	Sweden	176,255	4/16/81
IRON AGE	Hong Kong	04875	12/30/93

IRON AGE	United Kingdom	1,512,133	9/9/92
IRON AGE	Japan	3338462	8/8/97
IRON AGE	Korea	386476	12/15/97

E. Foreign Service Mark Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IRON AGE	Korea	41362	2/19/98

F. Foreign Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Ser. No.</u>	<u>File Date</u>
SPORTWORK	Mexico	318,773	1/7/98
ARMOR 75X-TRA LITE & Design	Canada	322,891	1/20/98
KNAPP	Canada	865,487	12/31/97
SPORTWORK	Canada	865,488	12/31/97
SPORTWORK II & Design	Canada	865,489	12/31/97
IRON AGE	Philippines	102856	9/20/95
SAFE-GARD	Canada	869,158	2/11/98
SAFE-GARD	Mexico	325,962	3/16/98

G. Foreign Service Mark Applications

<u>Mark</u>	<u>Country</u>	<u>Ser. No.</u>	<u>File Date</u>
IRON AGE	Philippines	102857	9/20/95

II. Iron Age Holdings Corporation

None.

III. Iron Age Investment Company

A. U.S. Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
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None.

B. U.S. Applications

<u>Mark</u>	<u>Ser. No.</u>	<u>File Date</u>
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None.

C. Foreign Service Mark Registration

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
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IRON AGE	Mexico	509,304	10/31/95
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IRON AGE	Canada	TMA473,865	3/26/97
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D. Foreign Service Mark Application

<u>Mark</u>	<u>Country</u>	<u>Ser. No.</u>	<u>File Date</u>
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None.

IV. Falcon Shoe Manufacturing Co.

A. U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CHIEF QUODDY'S MAINE MADE and Design	656,488	12/31/57
DUNHAM	895,088	7/21/70
DUNHAM TYROLEANS	740,975	11/20/62
DUNHAM WAFFLE- STOMPERS	973,456	11/20/73
GREAT FOOTWEAR FOR THE GREAT OUTDOORS	1,119,327	5/29/79
RUGGARDS (Stylized)	419,794	3/5/46
THE WAY OF NATURE... THRU THE HANDS OF MAN	1,110,565	1/2/79
TRU-TRAK	1,437,386	4/21/87
TRUKKERS	993,107	9/10/74
DUNHAM DOUBLE COVERAGE TOES and Design	1,855,821	9/27/94
DURAFLEX	843,731	2/6/68
WIDE TRAK	2,030,521	1/14/97
ARMOR-TECH	2,051,944	4/15/97

B. U.S. Trademark Application

<u>Mark</u>	<u>Ser. No.</u>	<u>File Date</u>
None.		

C. State Registration

<u>Mark</u>	<u>State</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
DUNHAM	Vermont	4,553	3/29/73

D. Foreign Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
DUNHAM	Austria	142,074	5/21/92
DUNHAM TYROLEANS	Canada	225,957	2/10/78
DUNHAM'S	Italy	259,229	12/29/92
DUNHAM'S	Japan	1,620,432	9/29/83
DUNHAM'S	Switzerland	383,406	7/19/91
DUNHAM	Germany	2,027,548	1/5/93
DUNHAM	Spain	1/683/507	4/3/95
DUNHAM	Canada	460,625	8/2/96
DUNHAM'S	France	1,613,236	9/3/90
DUNHAM'S	Switzerland	383,406	7/19/91
QUODDY MOCCASINS & Design	South Africa	815,685	6/6/81

E. Foreign Applications

<u>Mark</u>	<u>Country</u>	<u>Ser. No.</u>	<u>File Date</u>
ARMOR-TECH	Canada	801,437	1/10/96

Copyright Registrations and Applications

I. Iron Age Corporation

None.

II. Iron Age Holdings Corporation

None.

III. Iron Age Investment Company

None.

IV. Falcon Shoe Mfg. Co.

None.

Licenses

I. Iron Age Corporation

- A. Trademark License Agreement, dated August 15, 1994, between W.L. Gore & Associates, Inc. and Iron Age Corporation

II. Iron Age Holdings Corporation

None.

III. Iron Age Investment Company

- A. Service Mark License Agreement, dated January 29, 1995, between Iron Age Investment Company and Iron Age Canada Ltd.
- B. Service Mark License Agreement, dated January 29, 1995, between Iron Age Investment Company and Iron Age de Mexico de C.V.
- C. Services Agreement, dated January 29, 1995, between Iron Age Investment Company and Iron Age Corporation

IV. Falcon Shoe Mfg. Co.

- A. Trademark License Agreement, dated July 25, 1994, between W.L. Gore & Associates, Inc. and Falcon Shoe Mfg. Co.
- B. Manufacturing Certification Agreement, dated July 25, 1994, between W.L. Gore & Associates, Inc. and Falcon Shoe Mfg. Co.

Third Party Claims/Pending Litigation/Unauthorized Uses

None.

SCHULTE ROTH & ZABEL LLP

919 Third Avenue
New York, NY 10022
(212) 756-2000
fax (212) 593-5955

www.srz.com

Writer's Direct Number
(212) 610-7495

Writer's E-mail Address
stanley.seuradge@srz.com

October 3, 2002

BY HAND

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Release of Intellectual Property Security Agreement
BNP Paribas/various parties
Our Ref. No.: 025983/0069

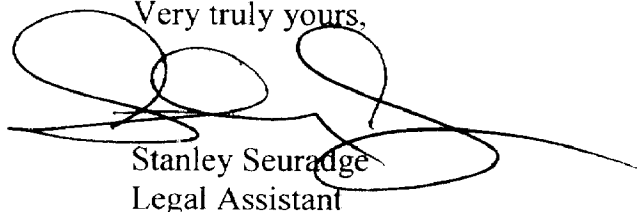
Dear Sir or Madam:

Please record the Security Agreement against the trademarks identified in the Document Cover Sheet with accompanying schedule.

We authorize the deduction from Schulte Roth & Zabel LLP's Deposit Account No. 500675 of \$1165.00, plus any deficiencies therein, to cover recordation fees, and we enclose an extra copy of the Document Cover Sheet for this purpose.

Please contact me with any questions.

Very truly yours,



Stanley Seuradge
Legal Assistant

Enclosures

cc Santo Manna, Esq.
Philip Lindenbaum, Esq.

TRADEMARK
RECORDED
2002 OCT -3 P 1:51

SCHULTE ROTH & ZABEL LLP

919 Third Avenue
New York, NY 10022
(212) 756-2000
fax (212) 593-5955

www.srz.com

Writer's Direct Number
(212) 610-7495

Writer's E-mail Address
stanley.seuradge@srz.com

October 3, 2002

BY HAND

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Release of Intellectual Property Security Agreement
BNP Paribas/various parties
Our Ref. No.: 025983/0069

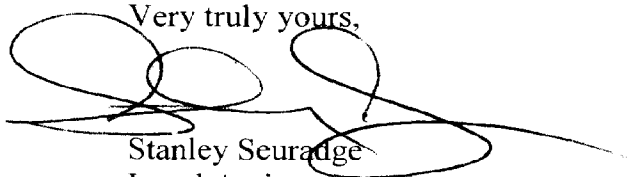
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Please contact me with any questions.

Very truly yours,



Stanley Seuradge
Legal Assistant

Enclosures

cc Santo Manna, Esq.
Philip Lindenbaum, Esq.

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RECORDED: 10/03/2002

**TRADEMARK
REEL: 002605 FRAME: 0763**

TRADEMARK
RECORDING
SECTION
OCT 03 2002
10 03 2002