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TRADEMARKS ONLY

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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨ ⇨ ⇨

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

1. Name of conveying party(ies):
COMERICA BANK - CALIFORNIA

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

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

2. Name and address of receiving party(ies)
Name: ROYAL ROBBINS, INC.
Internal _____
Address: _____
Street Address: 1524 Princeton Avenue
City: Modesto State: CA Zip: 95350

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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 Merger
 Security Agreement Change of Name
 Other Termination and Release of Security Interest
Execution Date: November 24, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1931700, 2145573, 2013395, 1303905, 2350360, 2428613, 2672696

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Gordon E. Forth, Esq.
Internal Address: Woods Oviatt Gilman LLP
Street Address: 700 Crossroads Building
2 State Street
City: Rochester State: NY Zip: 14614

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41).....\$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(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.

Cynthia J. Hirschberg Cynthia J. Hirschberg December 22, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **6**

01/13/2004 DBYRNE 00000019 1931700
01 FC:8521
02 FC:8522

40.00/100 Documents to be recorded with required cover sheet information to:
150.00/100 Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002896 FRAME: 0053

**TERMINATION AND RELEASE
OF SECURITY INTEREST**

This **TERMINATION AND RELEASE OF SECURITY INTEREST** is made as of this 24 day of November, 2003 by **COMERICA BANK-CALIFORNIA**, a California banking corporation, having an office at 250 Lytton Avenue, 2nd Floor, Palo Alto, California (the "**Bank**").

WHEREAS, the Bank is the holder of a security interest (the "**Security Interest**") in certain assets of **ROYAL ROBBINS, INC.** (the "**Borrower**") pursuant to a certain Loan and Security Agreement (Revolving and Term Loans) dated July 19, 2002, between the Borrower and the Bank, as amended or supplemented from time to time, and a certain Intellectual Property Security Agreement between the Bank and Borrower dated July 19, 2002; and

WHEREAS, the Borrower's obligations to the Bank have been repaid in connection with the acquisition of all of the Borrower's outstanding capital stock by Phoenix Footwear Group, Inc., and the Borrower has requested a termination of the Security Interest.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby represents and warrants that the above recitals are true and accurate and effective immediately, the Bank hereby terminates and forever discharges the Security Interest and any other liens, security interests, claims or rights of any kind which it may have in or to any of the Borrower's assets and all other rights the Bank may have against the Borrower. The Bank agrees to execute such other documents and provide such other assurances to carry out the intent of this Termination and Release.

IN WITNESS WHEREOF, the Bank has executed this Termination and Release under seal as of the date first written above.

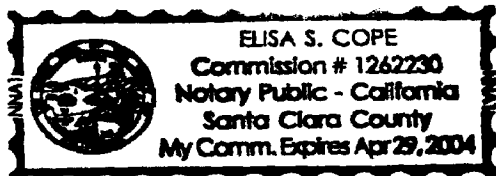
COMERICA BANK-CALIFORNIA

By: Michelle Dupuis
Its Duly Authorized Officer

{451122:}

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss:

On the 24TH day of NOVEMBER in the year 2003 before me, the undersigned, a Notary Public in and for said state, personally appeared MICHELLE R. DUPUIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Elisa S. Cope
Notary Public

{451122:}

TRADEMARK
REEL: 002896 FRAME: 0055

PAY-OFF CONFIRMATION LETTER

October 30, 2003

Manufacturers and Traders Trust Company
One M&T Plaza
Buffalo, New York 14240

Royal Robbins, Inc.
Attention: Dan J. Costa
1524 Princeton Avenue
Modesto, California 95350

Phoenix Footwear Group, Inc.
Attention: James Riedman, Chairman and CEO
5759 Fleet Street, Suite 220
Carlsbad, California 92008

Re: Loan and Security Agreement (Revolving and Term Loans) dated July 19, 2002, between Royal Robbins, Inc. (the "**Borrower**") and Comerica Bank - California a California banking corporation (the "**Lender**"), as amended or supplemented from time to time (the "**Loan Agreement**")

Gentlemen:

Lender hereby certifies to the Borrower, Phoenix Footwear Group, Inc. ("**Phoenix**") and Manufacturers and Traders Trust Company ("**M&T Bank**"), that the Lender is the holder of the Loan Agreement described above.

Lender further certifies to the Borrower, Phoenix and M&T Bank that the total amount necessary to pay in full as of October 30, 2003 the outstanding amounts of indebtedness and liabilities (collectively, the "**Liabilities**"), including those owed to Lender under the Loan Agreement and the other loan or collateral documents related thereto (collectively, the "**Loans**"), including, but not limited to (i) the First Modification to the Loan and Security Agreement (Revolving and Term Loans) dated August 26, 2002, (ii) the Second Modification to the Loan and Security Agreement (Revolving and Term Loans) dated October 17, 2002, (iii) the Third Modification to the Loan and Security Agreement (Revolving and Term Loans) dated February __, 2002, (iv) the Fourth Modification to the Loan Documents dated April 2, 2002, (v) the Guaranty of Dan J. Costa, Denise L. Costa, Dan J. Costa, as Trustee of The Dan J. and Denise L. Costa 1997 Family Trust dated May 7, 1997, and Denise L. Costa, as Trustee of The Dan J. and Denise L. Costa 1997 Family Trust dated May 7, 1997, dated July 19, 2002 (vi) the Revolving Facility Note in the principal amount of \$7,000,000, dated July 19, 2002, of Borrower to Lender, (vii) the Term Note in the principal amount of \$450,000, dated July 19, 2002, of Borrower to Lender, (viii) the Subordination Agreement between Lender and Dan J. Costa, Denise L. Costa, Dan J. Costa, as Trustee of The Dan J. and Denise L. Costa 1997 Family Trust dated May 7, 1997, and Denise L. Costa, as Trustee of The Dan J. and Denise L. Costa 1997 Family Trust

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Execution Copy

dated May 7, 1997, as creditors of Borrower, dated July 19, 2002, and (ix) the Intellectual Property Security Agreement between Lender and Borrower dated July 19, 2002 (collectively, the "Loan Documents"), is as follows:

- (i) Aggregate outstanding principal balance of the Liabilities as of this date: \$ 0
- (ii) Accrued but unpaid interest on the Liabilities as of this date: \$ 0
- (iii) Prepayment premiums and penalties and fees and expenses associated with prepayment of the Liabilities: \$ 0
- (iv) Other (describe):
- (v) Total pay-off amount as of this date on the Loan(s) and the other Liabilities (sum of (i)-(iv))\$ 0

Payment of the foregoing sum (such payment being herein called the "Pay-Off Payment") should be made to Lender by way of wire transfer in immediately available funds directed as follows:

Bank Name: N/A
 City & State: _____
 ABA Routing No.: _____
 For Credit to: _____
 Re: Account: _____
 Re: _____

In addition, as of the date of this letter, the Lender has issued for the account of the Borrower the following standby letters of credit (the "Existing L/C's"):

<u>Account</u> <u>Beneficiary</u>	<u>Issuance</u> <u>Date</u>	<u>Expiration</u> <u>Date</u>	<u>Undrawn</u> <u>Face Amount</u>
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See Stand by LIC issued by M&T Bank.

[TO BE PROVIDED BY BORROWER]

Phoenix will cause M&T Bank to issue standby letters of credit in the form of Exhibit A attached hereto for the account of Borrower with the Lender as a named beneficiary for each of the foregoing letters of credit. These back-up letters of credit (collectively, the "Back-Up

* Per diem interest of \$ _____

L/C's") shall be in the form of Exhibit A and in a face amount of the undrawn face amount of each of the Existing L/C's.

Lender hereby further certifies and confirms to the Borrower and Phoenix that, upon payment to Lender on the date of the Pay-Off Payment in immediately available funds in accordance with the preceding paragraph (i) Borrower will not be indebted to Lender for any reason under the Loan Agreement or the other Loan Documents and the Lender's sole source of repayment on the Existing L/C's shall be to draw on the Back-Up L/C's, (ii) the Loan Agreement, and the other Loan Documents and all of Lender's security interests in, security titles to and other liens on all real and personal property assets of Borrower will be automatically terminated and released, (iii) Lender hereby consents to the filing of any and all Uniform Commercial Code financing statement terminations as Borrower and Phoenix may request in order to evidence or otherwise give public notice of such collateral terminations and releases, (iv) Lender will execute any and all mortgage releases and other such lien release documents as Borrower and Phoenix may request in order to evidence or otherwise give public notice of such collateral terminations and releases, and (v) Lender will provide a letter addressed to Borrower evidencing the satisfaction in full of the Liabilities.

Lender hereby agrees that in the event the Pay-Off Payment exceeds the Liabilities as of October 20 2003, for any reason, that Lender will refund the amount of any such overpayment within five (5) business days of such overpayment.

Lender further acknowledges that the Borrower and Phoenix will rely on this letter and the acknowledgments, certifications, confirmations and agreements of Lender contained herein in connection with Phoenix's acquisition of all the capital stock of Borrower.

Please note that the certifications, confirmations, acknowledgments and agreements made by Lender in this letter are subject to and conditioned on the Lender's receipt of the Pay-Off Payment described above.

Very truly yours,

LENDER:

Comerica Bank - California

By: Michelle R. Dupuis

Name: MICHELLE R. DUPUIS

Title: VICE PRESIDENT.