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U.S. Patent & TMOfc/TM Mail Rcpt Dt. #10 CMB No. 0651-0011 (exp. 4/94)

To the Honorable Commissio.

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

the attached original documents or copy thereof.

·	
Name of conveying party(les):	2. Name and address of receiving party(les)
NationsBank, N.A. (Carolinas), a national banking association	Name: The Acme Boot Co., Inc.
☐ Individual(e) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Other	Street Address: P.O. Box 749 City: Clarksville State: TN Zip: 37.041
Additional name(s) of conveying party(les) attached? ☐ Yes Xi No	individual(s) citizenship Association
3. Nature of conveyance: □ Assignment □ Security Agreement □ Change of Name **XX** Other Release of Interests	General Partnership Limited Partnership Corporation-State Delaware Other If emignee is not domiciled in the United States, a dumentic representative designation is attached: O Yes O No
Execution Date: July 28, 1998	(Designations must be a separate document from assignment) Additional name(s) & address(ss) attached? Q Yes (2) No
4. Application number(s) or patent number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
See Attached Schedule A	See Attached Schedule A
Additional numbers at	tached? Ši Yes □ No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Kathleen Spiegel	
Internal Address: Weil, Gotshal & Manges LLP	7. Total fee (37 CFR 3.41)\$ 765.00 © Enclosed D Authorized to be charged to deposit account
Street Address: 100 Crescent Court	

11/16/1998 DNGUYEN 00000241 71503691 01 FC: 81 02 FC: 482 40.00 OP

City: Dallas

(Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE

ZIP: 7520

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

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

the original document.

Kathleen Spiegel Name of Person Signing

Suite 1300

State: TX

Signature

8. Deposit account number:

July 28, 1998

Date

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

3

EXHIBIT A

TRADEMARKS

Schedule A

Trademark	Serial Number	Registration Number
Dodge City	71/503691	0524013
Acme	71/607653	0555056
Acme (boots)		
Dodge City	71/693110	0625484
Stock Show	72/037333	0665435
Hawkeye	72/093967	0709676
Hawkeye & Design		}
Alamo	72/123453	0757798
U	72/178175	0800407
U & Design		
Dingo	72/189128	0781468
Dingo (boots)		
Dan Post	72/218939	0808135
Dan Post (boots)		
A Acme	72/293006	0862019
Circle A		
Circle A Design		
Acme	72/293007	0865036
Acme & Design (boots)		
Dingo	72/293008	0862020
Hawkeye	72/293009	0862021
Hawkeye & Design		
Lucchese	72/371426	0916764
Outlaws	73/145114	1116420
Dingo for Jeans	73/147063	1110972
Acme	73/673077	1479164
Boot Village	74/289773	1753052
Boot Village & Design		
The Back Bone of America	73/590784	1416003
Acme	73/774012	1598682
Acme & Design (belts)		
Dan Post	73/779491	1555853
Dan Post (belts)		
Dan Post	73/791518	1573510
Dan Post (socks)		
Shockless Pocket	74/192041	1817466
Lucchese	74/212766	1796383
Corcoran Force	74/216864	1706913

{W0012667.DOC;2}

TRADEMARK REEL: 1814 FRAME: 0747

HCIII	74/216866	1708334	
C3E	74/216868	1708335	
Lucchese	74/218033	1835901	
Real Hides	74/243362	1827084	
Walk the Walk	74/421825	1845699	
Dan Post	74/295159	1937424	
Dan Post (shirts, pants,			
jackets)			

{W0012667.DOC;2}

TRADEMARK REEL: 1814 FRAME: 0748

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARK COLLATERAL ("Release") is made as of the 2 day of July, 1998, by NATIONSBANK, N.A., formerly known as NATIONSBANK, N.A. (SOUTH), formerly known as NATIONSBANK OF GEORGIA, N.A., a national banking association (the "Lender").

WITNESSETH:

WHEREAS, Acme Boot Company, Inc., a Delaware corporation, successor by merger to Acme Boot Company, Inc., a Tennessee corporation (the "Borrower"), and Lender entered into that certain Financing Agreement, dated December 28, 1993 (as amended, modified or restated through the date hereof, the "Credit Agreement"; capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement);

WHEREAS, Borrower has received from the Lender a full release of the Credit Agreement and all liens and security interests granted, pledged and assigned by the Borrower to the Lender, including, without limitation, that certain Collateral Assignment of Trademarks, Design Patents and Goodwill and License Agreement, dated as of December 28, 1993, by and between the Borrower and the Lender (the "Trademark Security Agreement"); and

WHEREAS, Lender has agreed to further document the release of all liens and security interests granted, pledged and assigned pursuant to the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Lender has released and terminated and does hereby release and terminate all liens and security interests in those certain assets of Borrower which were assigned, pledged and granted to the Lender under and pursuant to the Trademark Security Agreement, including (i) all of the Borrower's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Exhibit A attached hereto, (ii) all of the Borrower's rights, title and interest in and to the United States patents (the "Patents") set forth on Exhibit B attached, in each case together with (iii) all proceeds and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or

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after the date hereof for infringement of any of the Marks and Patents of unfair competition regarding the same.

- 2. The Lender agrees to cancel and terminate and does hereby cancel and terminate all rights of the Lender and obligations of the Borrower created solely under the Trademark Security Agreement.
- 3. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

LENDER:

	NATIONSBANK, N.A. f/k/a NATIONSBANK, N.A. (SOUTH), f/k/a NationsBank of Georgia, N.A., a national banking association			
·	By:			
STATE OF TEXAS	\$			
COUNTY OF Dallas	§ § § Interest to personally appeared			
On the 29 day of July, 1998, before me personally appeared Daniel J. Kavas to me known, who, being duly sworn did depose and say that he resides at Dallas, Texa's that he is Vice President of NATIONSBANK, N.A., f/k/a NATIONSBANK, N.A. (SOUTH), f/k/a NationsBank of Georgia, N.A., a national banking association and the association described in and which				
executed the foregoing instrument, association.	and that he signed his name thereto on behalf of such			
CARRIE A. JOHNS Notary Public, State of Texas My Commission Expires SEPTEMBER 25, 1999	Notary Public			

RECORDED: 10/23/1998