MRD
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

100966436

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Wells Fargo Bank, N.A.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other Lender

Additional name(s) conveying party(ies) attached: ☐ Yes ☐ No

2. Name and address of receiving party(ies):

Name: Simple Shoes, Inc.
Street Address: 495-A South Fairview Avenue
City Goleta State CA Zip 93117

- ☐ Individual(s)
- ☐ 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

(Designation must be a separate document from Assignment)

Additional name(s) and address(es) attached: ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☒ Other Release and Reassignment

Execution Date: 1/21/99

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

A. Trademark Application No(s):

B. Trademark Registration No(s):
75-438167
75-376332

RECEIVED
99 FEB 12 AM 10:
ASSIGNMENT BRANCH

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

Name: Laurie Kim, Esq.
Street Address: Kelley Drye & Warren LLP
777 South Figueroa Street, Suite 2700
City: Los Angeles
State: CA Zip: 90017

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) 65.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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
Feburary 11, 1999 — Date

LA01/PORTP/134663.1

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.

TRADEMARK
REEL: 1855 FRAME: 0086

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: _____

TRADEMARK
REEL: 1855 FRAME: 0088

EXHIBIT A

List of Trademarks

Pending Trademark Applications

	MARK	SERIAL NO.
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.

PERCY G. PORTER JR.
Commission # 1146980
Notary Public - California
Los Angeles County
My Comm. Expires Jul 17, 2001

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

LA01/KIML/130907.2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

On FEBRUARY 1, 1999 (Date), before me, CYNTHIA M. PETTIT, NOTARY PUBLIC (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.

CYNTHIA M. PETTIT
Commission # 1104814
Notary Public — California
Santa Barbara County
My Comm. Expires Aug 21, 2000

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
VICE PRESIDENT
Title(s)

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

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

UNDATED
Date of Document

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

LA01/KIML/130907.2