

9-30-99

09-03-1999



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FRONT SHEET ONLY U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Congress Financial Corporation  
a California Corporation  
225 South Lake Avenue, Suite 1000  
Pasadena, California 91101

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release Of Collateral Assignment Of Trademarks
- Merger
- Change of Name

Execution Date: August 19, 1999

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

Name: Deckers Outdoor Corporation

Internal Address:

Street Address: 495-A Fairview Avenue

City: Goleta State: CA ZIP: 93117

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

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

A. Trademark Application No.(s) 3

(see attached Schedule A)

B. Trademark registration No.(s) 12

(see attached Schedule A)

Additional numbers attached?  Yes  No

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

Name: Paul G. Juettner  
Juettner, Pyle & Piontek

Internal Address:

Street Address: 221 N. LaSalle St, Ste.850

City: Chicago, IL State: IL ZIP: 60601

6. Total number of applications and registrations involved

15

7. Total fee (37 CFR 3.41): \$ 390.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

09/03/1999 DNGUYEN 00000111 2011112

DO NOT USE THIS SPACE

01 FC:481 40.00 DR  
02 FC:482 350.00 DR

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.

PAUL JUETTNER

Name of Person Signing

*Paul Juettner*

Signature

Aug. 27, 1999

Date

TRADEMARK REF: 001952 FRAME 0810  
Total number of pages comprising cover sheet

1

**SCHEDULE A (TRADEMARKS)**

	<u>U.S. Serial/Registration No.</u>
BRAIN DRAIN	2,011,112
FREE YOUR FEET AND YOUR MIND WILL FOLLOW	1,920,965
GONZ-O-RING	1,890,600
LIQUID FRAME	75/585,141
PRETTY RUGGED	2,065,631
RIVER RUBBER	2,014,052
SANDALBOOT	1,940,227
SANDALHIKER	1,947,398
SCI-FI	1,941,787
SHOCPAD & Design	1,933,613
SPIDER RUBBER	75/274,683
TERRA-FI	2,062,045
TERRADACTYL	1,866,458
WET CLIMBER	2,029,264
XPD	75/483,059

**RELEASE OF COLLATERAL ASSIGNMENT OF TRADEMARKS**  
**(SECURITY AGREEMENT)**

Release of Collateral Assignment of Trademarks (Security Agreement) dated August 19, 1999 between Deckers Outdoor Corporation, a Delaware corporation with offices at 495-A South Fairview Avenue, Goleta, California 93117 ("Pledgor"), and Congress Financial Corporation (Western), a California corporation, with an office at 225 South Lake Avenue, Suite 1000, Pasadena, California 91101 ("Pledgee").

Whereas, Pledgee and Pledgor and other borrowers have entered into a Loan and Security Agreement dated January 21, 1999 (together with all agreements entered into in connection therewith, the "Financing Agreements") pursuant to which Pledgee has made loans and advances and extended credit to Pledgor;

Whereas, in connection with the Financing Agreements, Pledgor entered into a Collateral Assignment of Trademarks (Security Agreement) dated January 21, 1999 wherein Pledgor granted to Pledgee a security interest in certain trademarks and the goodwill and certain other assets with respect to the trademarks; and

Whereas, Pledgee has agreed to release its security interest in and to the trademarks set forth on Schedule A hereto (the "Trademarks") and the good will and certain other assets with respect thereto.

Now therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgee hereby releases Pledgee's security interest and lien in, and reassigns to Pledgor, the Trademarks, including

- a. all registrations of the Trademarks in the United States, any State of the United States, and any foreign countries and localities;
- b. all trade names, trademarks and trademark registrations based on or derived from the Trademarks or any variations thereof;
- c. all extensions, renewals, and continuations of the Trademarks and registrations referred to above;
- d. all rights to sue for past, present and future infringements of the Trademarks;
- e. all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks, or a representation thereof, or any variation thereof;

f. all licenses and other agreements under which Pledgor is a licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and the use thereof;

g. all goodwill of Pledgor's business connected with, symbolized by or in any or in any way related to the items set forth in clauses (a) through (f) above; and

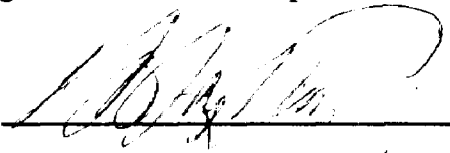
h. any other rights or interests held by Pledgee with respect to the Trademarks.

Pledgee further agrees that it will, at the request and expense of Pledgor, execute and deliver, without further consideration, any and all releases, assignments and documents, and perform such other acts as it lawfully may, that may be deemed necessary by Pledgor, and its successors and assigns, to fully secure Pledgor's interest as aforesaid.

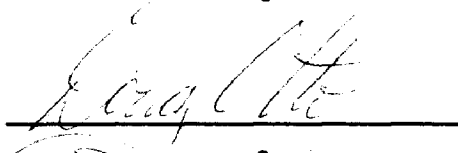
This Release shall inure to the benefit of and be binding on the parties and their respective successors and assigns.

In Witness Whereof, the parties have caused this Release of Collateral Assignment of Trademarks (Security Agreement) to be executed by their respective duly authorized Officers effective as of the date written above.

PLEDGEE  
Congress Financial Corporation

By:   
Name: D. DeLoach  
Title: VP

PLEDGOR  
Deckers Outdoor Corporation

By:   
Name: Doug Otte  
Title: President