

RECORDATION FORM
TRADEMARK

09-12-2000

Docket No.:
23535-3



101454041

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please send this document and any attachments or copy thereof.

1. Name of conveying party(ies):

Munro & Co., Inc.
P.O. Box 6048
Hot, Springs, AR 71901



07-26-2000

U.S. Patent & TM Office/TM Mail Rpt Dt. #64

Name and address of receiving party(ies):

Name: Slaughter Brothers Shoes, Inc.

Internal Address:

Street Address: 4329 Cobblers Lane

City: Dallas State: TX ZIP: 75287

- Individual(s)
- General Partnership
- Corporation-State Arkansas
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Security Interest Release
- Merger
- Change of Name

Execution Date: June 30, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

427,711 807,438
640,739 841,684
715,133

Additional numbers Yes No

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

Name: Gail McDonald

Internal Address:

Street Address: Winstead Sechrest & Minick P.C.

910 Travis Street, Suite 2400

City: Houston State: TX ZIP: 77002

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 200.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

09/11/2000 NTHA11 00000118 427711

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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.

Gail McDonald

Name of Person Signing

Gail McDonald
Signature

July 26, 2000

Date

Total number of pages including cover sheet, attachments, _____

Hand Ref: 09/11/2000 NTHA11 0000097643

CHECK Refund Total: 662.00

TRADEMARK SECURITY INTEREST RELEASE

This Trademark Security Interest Release (hereinafter the "Release") is entered into effective as of the 7th day of July, 2000, by and between Munro & Co., Inc. (hereinafter "Assignor"), and Slaughter Brothers Shoes, Inc., a Texas corporation (hereinafter "Assignee").

WITNESSETH:

WHEREAS, Assignor has certain rights with respect to certain general intangible assets comprising one or more of the trademarks identified in the attached Exhibit A, incorporated herein for all purposes (hereinafter the "Marks"), arising under that certain Asset Purchase Agreement dated March 19, 1993, among Assignor, Assignee, Osage Footwear, Inc., David Slaughter and Steve Slaughter (the "Purchase Agreement"); and

WHEREAS, Assignor desires to transfer to Assignee all of Assignor's right, title, and interest in and to the Marks and to release its rights under the Purchase Agreement, under the terms and conditions of this Release; and

WHEREAS, Assignee desires to acquire from Assignor all Assignor's right, title, and interest in and to the Marks and a release of all of Assignee's obligations under the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Release, including the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant, stipulate, and agree as follows:

ASSIGNMENT AND RELEASE

Assignor hereby sells, assigns, and transfers to Assignee, all Assignor's worldwide right, title, and interest in and to the Marks, together with all goodwill pertaining thereto, and all associated rights to sue and recover damages, whether past or prospective, for any violation or infringement thereof.

Assignor does further release, remise and acquit any and all security interests, liens, agreements, restrictions, claims and rights of Assignor under the Purchase Agreement.

Assignor agrees to execute any and all further agreements reasonably requested by Assignee, its successors or assigns, to effectuate the intent of this Release.

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed and delivered as of the date and year first above written and for the purposes stated herein.

MUNRO & COMPANY, INC.

By: Stanley A. Grise Jr.
Name: STANLEY A. GRISE JR
Title: Vice President & CFO

SLAUGHTER BROTHERS SHOES, INC.

By: David Slaughter
David Slaughter, President

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF Saline)

Before me, the undersigned Notary Public, on this day personally appeared Stanley A. Grise Jr., known to me to be the Vice President & CFO of Munro & Company, Inc. and who acknowledged to me that he executed the foregoing instrument for the purposes and consideration expressed therein, as the act and deed of said corporation.

GIVEN under my hand and seal of office on this 30th day of June, 2000.

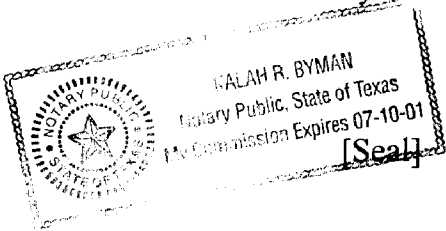
[Seal] Judy E. Landreth
[typed or printed name]

Notary Public in and for the State of Arkansas
My Commission expires July 10, 2000

STATE OF TEXAS)
)
COUNTY OF Dallas)

Before me, the undersigned Notary Public, on this day personally appeared David Slaughter, known to me to be the President of Slaughter Brothers Shoes, Inc., and who acknowledged to me that he executed the foregoing instrument for the purposes and consideration expressed therein, as the act and deed of said corporation.

GIVEN under my hand and seal of office on this 7th day of July, 2000.



Kalah R. Byman
[typed or printed name]

Notary Public in and for the State of Texas
My Commission expires 7-10-01

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Exhibit A

<u>Mark</u>	<u>Registration No.</u>	<u>County</u>	<u>Goods</u>
Bernardo Sandals	427,711	USA	Leather and Fabric Sandals
Bernardo	640,739	USA	Men's, Women's and Children's Sandals
Bernardo, Jr.	618,686	USA	Men's Women's and Children's Sandals
Bernardo	715,133	USA	Men's Women's and Children's Sandals and Women's Boots and Shoes
Bernardo (Handbags)	807,438	USA	Handbags
Bernardo (Stockings)	841,684	USA	Stockings for Thong Sandals
Bernardo	116,586	Canada	
Bernardo	37212	Dominican Republic	
Bernardo	1,100,007	France	
Bernardo	802,922	Germany	
Bernardo	32,977	Israel	
Bernardo Sandals	146,538	Italy	
Bernardo	146,539	Italy	
Bernardo	80,914	Norway	
Bernardo	455,761	Spain	
Bernardo	133,404	Sweden	

Unregistered Names/Marks
 Bernardo II
 Bernardo Too