



Tab settings

101454042

To the Honorable Commissioner of Patents and Trademark

original documents or copy thereof.

1. Name of conveying party(ies)

Osage Footwear
P.O. Box 6048
Hot, Springs, AR 71901

M 10
9-26-00
07-26-2000

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

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

- ASSOCIATION
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: June 30, 2000

2. 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) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- 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

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:

23-2426

09/11/2000 NTHAI1 00000117 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

[Signature]
Signature

July 26, 2000
Date

Total number of pages including cover sheet, attachments and

09/11/2000 NTHAI1 0000097642

CHECK Refund Total: \$6.00

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 Osage Footwear, Inc., an Arkansas corporation (hereinafter "Assignor"), and Slaughter Brothers Shoes, Inc., a Texas corporation (hereinafter "Assignee").

WITNESSETH:

WHEREAS, Assignor retained a security interest in 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"); and

WHEREAS, Assignor desires to transfer to Assignee all of Assignor's right, title, and interest in and to the identified Marks and to release its security interest in the Marks and related assets, 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 the pledged assets, under the terms and conditions of this Release.

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

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 (i) under that certain Security Agreement dated October 4, 1992 between Assignor and Assignee; (ii) under that certain Asset Purchase Agreement dated March 19, 1993, among Assignor, Assignee, Munro & Co., Inc., David Slaughter and Steve Slaughter, and/or (iii) otherwise relating to the Marks, together with any other collateral pledged to Assignor and related to the Marks.

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, Assignor has caused this Release to be executed and delivered as of the date and year first above written and for the purposes stated herein.

OSAGE FOOTWEAR, 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 Jaline)

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 Osage Footwear, 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.

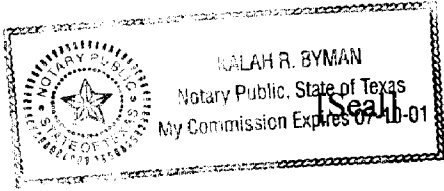
[Seal] Judy E. Landreth
[typed or printed name]

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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1121:23535-3

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