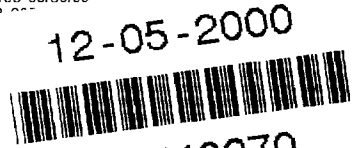


USB-10502

FORM PTO-1618A
Expires 06/30/99

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101540270

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

11-13-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

- Formerly
- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization

Receiving

Mark if additional names of receiving parties

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002185 FRAME: 0712

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75756903"/>	<input type="text" value="75797894"/>	<input type="text" value="75798755"/>	<input type="text" value="1233663"/>	<input type="text" value="1469847"/>	<input type="text" value="1800147"/>
<input type="text" value="75729715"/>	<input type="text" value="75817119"/>	<input type="text" value="75708262"/>	<input type="text" value="1085578"/>	<input type="text" value="1484382"/>	<input type="text" value="1476030"/>
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Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

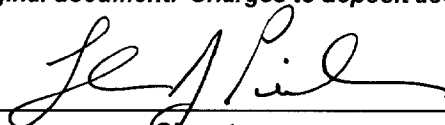
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Thomas J. Pienkos
Name of Person Signing


Signature

11/9/2000
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 05/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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GENERAL INTANGIBLES MORTGAGE
AND
SECURITY AGREEMENT

This General Intangibles Mortgage and Security Agreement is entered into as of the 28th day of July, 2000 by and between Weinbrenner Shoe Company, Inc., a Wisconsin corporation, having its principal place of business at 108 South Polk Street, Merrill, Wisconsin 54452 (hereinafter referred to as "Mortgagor"), and U.S. Bank National Association, having an office at 201 West Wisconsin Avenue, Milwaukee, Wisconsin 53259 (hereinafter referred to as "Mortgagee").

WHEREAS, pursuant to three Notes of even date, a Loan and Security Agreement of even date, and related documentation (hereinafter collectively referred to as the "Agreement"), Mortgagee has made a loan to Mortgagor affording it financial accommodations in the aggregate principal amount of \$17,900,000; and

WHEREAS, it is a condition of the Agreement that, in order to further secure the obligations under the Agreement, Mortgagor grant to Mortgagee a lien, security interest and mortgage in all of its now existing and hereafter created or acquired patents, trademarks, trade names, service marks, copyrights, the entire goodwill of the business of Mortgagor connected with and symbolized by such trademarks, service marks, trade names and copyrights and all of the other general intangibles of Mortgagor;

NOW, THEREFORE, in order to further secure all present and future obligations (including, without limitation, the Obligations as defined in the Agreement) of Mortgagor to Mortgagee, including all interest due thereunder, and the payment and performance of all obligations of Mortgagor described herein and in the Agreement (hereinafter collectively referred to as "Obligations"), and for other good and valuable consideration, the receipt of which by Mortgagee is hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Mortgagor hereby mortgages and pledges unto and creates a security interest in for the benefit of Mortgagee, with full power of sale upon the occurrence of a default under the Agreement ("Event of Default"), all of the Mortgagor's right, title and interest throughout the world in and to:

(a) The United States patents and applications for patent of Mortgagor described in Exhibit A hereto, and the patents and applications for patent of Mortgagor in other countries described in Exhibit B hereto, and all other United States and foreign patents and applications for patent of Mortgagor now existing or hereafter filed or acquired;

(b) The inventions disclosed and/or claimed in all of the said United States and foreign patents and applications for patent, and all other proprietary inventions now owned by Mortgagor or hereafter made, created or acquired by or for Mortgagor whether

or not any of said inventions are patentable;

(c) All other applications for patent or like protection on any of said inventions that have now or may in the future be filed by Mortgagor, or by the assignors of the rights to said inventions to Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(d) All other patents or like protection that have been or may in the future be granted on any of the aforesaid inventions and/or applications to Mortgagor, or to any assignor of the rights to any such invention to Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(e) The United States copyright registrations and applications for copyright registrations of Mortgagor described in Exhibit C hereto, and the copyright registrations and applications for copyright registration of Mortgagor in other countries described in Exhibit D hereto and all other copyrights, copyright registrations and copyright applications of Mortgagor, now existing or hereafter acquired, whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all works of authorship and other intellectual property rights now owned or hereafter created by or for, or acquired by Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(f) The United States and State registered trademarks, trade names and service marks and applications for registrations of trademarks, trade names and service marks of Mortgagor described in Exhibit E hereto, and the trademarks, service marks and trade names and applications for registrations of trademarks, service marks and trade names of Mortgagor in other countries described in Exhibit F hereto, and all other trademarks, service marks and trade names and applications to register the same of Mortgagor, whether registered or unregistered and wherever registered, now existing or hereafter arising, created or acquired by Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(g) All renewals, reissues, continuations, extensions or the like of any patents, trademarks, service marks, trade names and like protection, including without limitation, those obtained or permissible under past, present and future laws and statutes of the United States, any State or any other country or place anywhere in the world.

(h) All rights of action on account of past, present, and future unauthorized use of any of said inventions, trademarks, service marks, or trade names and for infringement of said patents, trademarks, service marks or trade names and like protection.

(i) The right to file and prosecute applications for patents, and for registration of trademarks, service marks, and trade names on any of said inventions, trademarks,

service marks, trade names, or for similar intellectual property in the United States or any other country or place anywhere in the world;

(j) The entire goodwill of the business of Mortgagor connected with and symbolized by the trademarks, service marks, trade names and the other general intangibles of Mortgagor;

(k) All of Mortgagor's trade names, customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, inventions, name plates, catalogs, supplier contracts, confidential information, consulting agreements, engineering contracts, rights to use product names or labels, formulas and all other assets which uniquely reflect the goodwill of the business of Assignor to which said general intangibles relate; and

(l) All of the proceeds of any of the foregoing (the intangible assets enumerated in subparagraphs (a) through (k) being hereinafter collectively referred to as the "General Intangibles").

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever in accordance with the terms and conditions set forth herein and in the Agreement; provided, however, that the mortgage, lien and security interest in the General Intangibles granted Mortgagee hereunder are upon the express condition that if Mortgagor shall pay and discharge all of its Obligations (including without limitation the indebtedness evidenced by the Agreement) in accordance with the terms thereof, and all other sums that may be secured thereby and all other sums owed by Mortgagor to Mortgagee, and Mortgagee shall have no further obligation to lend money to Mortgagor under the Agreement or any other document, then this General Intangibles Mortgage and Security Agreement and the mortgage, lien, and security interest hereby granted and made shall cease, terminate and be void, and the entire right and interest in said General Intangibles created by this General Intangibles Mortgage and Security Agreement shall be released (at Mortgagor's expense), otherwise this General Intangibles Mortgage and Security Agreement is to remain in full force and effect.

2. Mortgagor agrees in addition to the rights and remedies given to Mortgagee under the Agreement, upon the occurrence of any Event of Default, Mortgagee shall have the rights and remedies of a secured party under the Uniform Commercial Code, including the power to sell, assign and convey the General Intangibles, in whole or in part, for cash or on credit, at public sale or private sale and in whatever way the Mortgagee shall, in its reasonable discretion, deem appropriate. For such purposes and in the event of Mortgagor's default hereunder or the occurrence of any Event of Default, Mortgagor hereby authorizes and empowers Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its exclusive discretion, as Mortgagor's true and lawful attorney-in-fact, with the power to endorse the Mortgagor's name on all applications, documents, papers and instruments as may be necessary for Mortgagee to have the full benefit of this General Intangibles Mortgage and Security Agreement, including, but not limited to, the full right to the use of the General

Intangibles described herein or to grant or issue any exclusive or non-exclusive license under such General Intangibles to anyone else, or as may be necessary for Mortgagee to assign, pledge, convey or otherwise transfer title in and to or otherwise dispose of the General Intangibles. Except for acts of gross negligence, Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the latest to occur of the following: (a) the expiration of this General Intangibles Mortgage and Security Agreement, (b) the expiration of the Agreement, and (c) the satisfaction in full of all Mortgagor's liabilities to Mortgagee including without limitation all of the Obligations.

3. Mortgagee shall have no obligation or responsibility to protect or defend the General Intangibles or the right to use thereof, and Mortgagor shall, at its own expense, take such actions as may be necessary to protect, defend and maintain the same to the extent advisable for its business. Mortgagor shall forthwith advise Mortgagee in writing of material infringements detected by the Mortgagor in the ordinary course of its business. Upon the occurrence and continuation of an Event of Default, or if Mortgagor fails to comply with the foregoing, Mortgagee may but shall not be required to do so in the Mortgagor's name to the extent permitted by law, and Mortgagor hereby agrees to reimburse Mortgagee in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Mortgagee in protecting, defending and maintaining the General Intangibles.

4. If, before the Obligations are satisfied in full, Mortgagor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent or any improvement on any patent, the provisions of this General Intangibles Mortgage and Security Agreement shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt notice thereof in writing. Mortgagor authorizes Mortgagee to modify this General Intangibles Mortgage and Security Agreement by amending Exhibits A and B to include any future patents and patent applications.

5. Mortgagor further agrees and covenants that it, its successors and assigns, will, at its own expense, execute all papers and perform such other acts as may be reasonably necessary to give Mortgagee, its successors and assigns, the full benefit of this General Intangibles Mortgage and Security Agreement.

6. Mortgagor hereby represents, warrants, covenants and agrees that:

(a) The patents, trademarks, copyrights and applications for patents, trademarks or copyrights set forth in the Exhibits hereto constitute all of the patents, trademarks, copyrights and applications for patents, trademarks or copyrights owned by Mortgagor.

(b) Except for the security interest granted Mortgagee hereby and such security interests specifically permitted under the Agreement, it is and will continue to be the owner of all of its General Intangibles free from any adverse claim, security interest or encumbrance of any person other than Mortgagee.

(c) It has the full right and power to grant the security interests in its General Intangibles made hereby.

(d) Except as set forth on the attached Exhibits, it has made no currently effective assignment, transfer or agreement in conflict herewith or constituting a present or future assignment or transfer of or encumbrance on any of its General Intangibles.

(e) Except financing statements filed or to be filed in respect to the security interest under this General Intangibles Mortgage and Security Agreement, other financing statements in favor of Mortgagee and such other financing statements and/or liens specifically permitted by the Agreement, there is no financing statement or other document or instrument now signed or on file in any public office covering any part of the General Intangibles, and so long as any of the Obligations remain outstanding, it will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments.

(f) Subject to any limitation stated therein or in connection therewith, all information furnished to Mortgagee concerning the General Intangibles and proceeds thereof, or otherwise for the purpose of obtaining credit or an extension of credit, is or will be at the time the same is furnished, accurate and correct in all material respects.

(g) To the best of Mortgagor's knowledge and belief, no material infringement or unauthorized use presently is being made of any General Intangible.

7. Throughout the term of this General Intangibles Mortgage and Security Agreement, Mortgagor shall diligently prosecute all applications for patent, trademark registration, service mark registration, trade names, and copyright as are in Mortgagor's best interest and shall file and prosecute any continuations, continuations-in-part, applications for reissue, applications for certificate of correction, affidavits of use, proofs of use, renewals and like matters, as are in Mortgagor's best interest, and Mortgagor shall bear the entire cost of all such filings and proceedings. Mortgagor agrees to retain a licensed patent attorney or an experienced copyright and trademark attorney, as appropriate, for the filing and prosecution of all such applications and other proceedings.

8. Mortgagor agrees to pay when due all fees, including license fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the patents or patent applications, trademark registrations, or trademark applications, service mark registrations and service mark applications, trade names, copyright registrations, copyright applications and know-how within the General Intangibles.

9. Mortgagor shall not allow any patent, trademark, trade name, service mark, copyright or any application for patent, trademark, service mark, trade name, copyright or like protection included within the General Intangibles to become abandoned, nor any patent, copyright, trademark, service mark, trade name or like protection to be forfeited or dedicated to the public without the express written approval of the Mortgagee which approval shall not be

unreasonably withheld. If any pending or hereafter filed patent, trademark, service mark or copyright, including renewal applications, has been finally rejected by the United States Patent and Trademark Office or any foreign patent or trademark office, Mortgagor may abandon the same after sixty (60) days prior written notice to Mortgagee, who may thereafter at its own expense pursue administrative or judicial appeals. Mortgagor shall cooperate in any such appeal.

10. Mortgagee may, at its option, after the occurrence of an Event of Default, but without obligation to do so, discharge taxes, liens, or security interests or other encumbrances at any time levied or placed upon the General Intangibles, or pay for maintenance or preservation of the General Intangibles, or pay any other fee, attorneys' fee or other expenses necessary to preserve and protect the rights conveyed, mortgaged and secured by the security interests hereby granted.

11. Mortgagor hereby grants to Mortgagee an irrevocable license, effective upon the occurrence of an Event of Default, to use or grant licenses relating to the General Intangibles, in Mortgagee's sole discretion, for any of the following purposes: operating Mortgagor's business, completing any work in progress of Mortgagor, using or processing any inventory of Mortgagor, repairing any goods manufactured by Mortgagor, selling or marketing any goods of Mortgagor or any goods manufactured from inventory or work in progress of Mortgagor, and any other purpose related to any real or personal property of Mortgagor. As used in this paragraph 11, the phrase "of Mortgagor" shall refer to all property or interests in property owned or previously owned by Mortgagor in which Mortgagee has or has had any lien, security interest, mortgage or other interest. The irrevocable license granted by this paragraph shall be effective from the date hereof until all of the Obligations have been paid in full, provided that Mortgagee shall exercise rights under the irrevocable license only during such time or times that Mortgagor is in default under the Agreement.

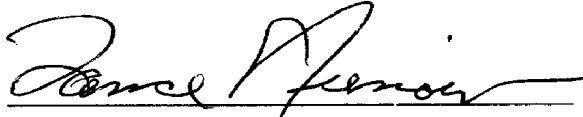
12. Mortgagee shall permit Mortgagor to control and manage the General Intangibles in the operation of its business including rights of manufacture, use and sale granted by said General Intangibles, to enforce rights under the General Intangibles, and to receive and use the income, revenue and profits arising from said General Intangibles and the proceeds thereof in the same manner and with the same effect as if this General Intangibles Mortgage and Security Agreement had not been made so long as Mortgagor shall pay when due the Obligations secured by this General Intangibles Mortgage and Security Agreement and shall not otherwise be in default under the Agreement, this General Intangibles Mortgage and Security Agreement, or any other agreement between Mortgagee and Mortgagor. The present grant to Mortgagee of a lien, security interest and mortgage notwithstanding, the parties acknowledge that Mortgagor is and shall remain the owner of the General Intangibles with full power to grant licenses, subject to the terms and conditions hereof.

13. Any provisions hereof found to be invalid under the laws of the United States of America, the State of Wisconsin, or any other applicable law, shall be invalid only with respect to the offending provision and only with respect to the application of such law, and this General Intangibles Mortgage and Security Agreement shall otherwise remain in full force and effect. All words used herein shall be construed to be of such gender or number as the circumstances

require. This General Intangibles Mortgage and Security Agreement shall be binding upon the successors and assigns of the parties hereto, but shall inure to the benefit of the successors or assigns of the Mortgagee only. All of Mortgagor's rights and remedies with respect to the General Intangibles, whether established hereby or by the Agreement, or by any other agreements between Mortgagor and Mortgagee, or by law shall be cumulative and may be exercised singularly or concurrently. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof. This General Intangibles Mortgage and Security Agreement may be amended only by a writing signed by the parties. The law of the State of Wisconsin shall apply to this General Intangibles Mortgage and Security Agreement and its construction and interpretation.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this General Intangibles Mortgage and Security Agreement to be duly executed as of the day and year first above written.

Weinbrenner Shoe Company, Inc., Mortgagor

By 
Lance Nienow, President

U.S. Bank National Association, Mortgagee

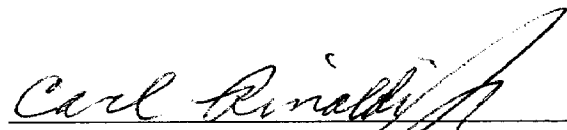
By 
Carl Rinaldi, Jr., Vice President

Exhibit A

WEINBRENNER SHOE COMPANY, INC.

U. S. Patents and Applications for Patents

U. S. Provisional Patent Application for "Internal Cushioned Metatarsal Guard for Safety Footwear and Method of Making the Same

Filed Monday, October 18, 1999 "Patent Pending"
Application No.: 60/159,994

Exhibit B

WEINBRENNER SHOE COMPANY, INC.

Foreign Patents and Applications for Patents

None

Exhibit C

WEINBRENNER SHOE COMPANY, INC.

U. S. Copyright Registrations and
Applications for Copyright Registration

None

Exhibit D

WEINBRENNER SHOE COMPANY, INC.

Foreign Copyright Registrations and
Applications for copyright Registration

None

WEINBRENNER SHOE COMPANY, INC.

Registered Trademarks

	<u>Number</u>	<u>Name</u>	<u>Expiration</u>
Trademark Registration	1,233,663	Weinbrenner & Design	4/4/03
Trademark Registration	1,469,847	Armor-Gard	12/22/07
Trademark Registration	1,800,147	Footbrakes	10/19/03
Trademark Registration	1,085,578	Mainstream	2/14/08
Trademark Registration	1,484,382	Mainstream All American Footwear & Design	4/12/08
Trademark Registration	1,476,030	Pine Tree Design	2/9/08
Trademark Registration	1,278,122	Polyped	5/15/04
Trademark Registration	707,567	Red Triangle Design	11/22/00
Trademark Registration	1,690,258	Snouters	6/2/02
Trademark Registration	2,027,861	Softtrails	12/31/06
Trademark Registration	1,608,624	Super Leather	7/31/10
Trademark Registration	1,314,728	The Ultimate	1/15/05
Trademark Registration	1,602,399	Thoro-Gard	6/19/10
Trademark Registration	678,929	Thorogood	5/19/09
Trademark Registration	2,305,047	Ultimate	1/4/10
Trademark Registration	1,477,863	Wood n' Stream & Design	2/23/08
Trademark Registration	2,278,533	Work One	9/14/09
Trademark Registration	2,143,099	Work One & Design	3/10/08

WEINBRENNER SHOE COMPANY, INC.

Trademarks Applied For

75/756,903 Aero-Gard

75/797,894 Aero-Met

75/798,755 Boondockers (contested)

75/729,715 Fire Range

75/817,119 Slipnots

75/708,262 Top Cops

WEINBRENNER SHOE COMPANY, INC.

Registered Trademarks - Foreign

	<u>Number</u>	<u>Name</u>	<u>Expiration</u>
Trademark Registration Canada	751,686	Mainstream	3/1/11
Trademark Registration Canada	423,442	Footbrakes	2/18/09
Trademark Registration Canada	423,612	Thoro-Gard	2/25/09
Trademark Registration Canada	415,574	Thorogood	8/9/08
Trademark Registration Mexico		Ultimate	
Trademark Registration Ireland		Ultimate	
Trademark Registration Switzerland		Ultimate	
Trademark Registration Canada		Ultimate	
Trademark Registration Canada	457,764	Wood n' Stream	5/24/11