

10-10-2002



102246695

To the Honorable Commissioner of Patents

Final documents or copy thereof.

1. Name of conveying party(ies): BNP Paribas, SA
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other French Public Limited Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
Name: Iron Age Corporation
Internal Address:
Street Address: Three Robinson Plaza, Suite 400
City: Pittsburgh State: PA Zip: 15205
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Release of Security Agreement
Execution Date: September 23, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See attached
B. Trademark Registration No.(s)
See attached
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Intellectual Property Docketing
Internal Address: SHEARMAN & STERLING
Street Address: 599 Lexington Avenue
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 46
7. Total fee (37 CFR 3.41): \$ 1,165.00
Enclosed
Authorized to be charged to deposit account
8. If check is missing or otherwise insufficient, charge deposit account number: 50-0324
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.
Kuem Yoon
Name of Person Signing
Signature
October 2, 2002
Date
Total number of pages including cover sheet, attachments, and document: 21

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

10/10/2002 TDIAZ1 00000041 74491094
01 FC:481 40.00 CP
02 FC:482 1125.00 CP

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 2.

2. Name and Address of receiving party(ies)

Name: Iron Age Holdings Corporation

Internal
Address: _____

Street Address: Three Robinson Plaza, Suite 400

City: Pittsburgh State: PA Zip: 15205

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State: Delaware

3. Name and Address of receiving party(ies)

Name: Falcon Shoe Mfg. Co.

Internal
Address: _____

Street Address: Three Robinson Plaza, Suite 400

City: Pittsburgh State: PA Zip: 15205

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State: Maine

4. Name and Address of receiving party(ies)

Name: Iron Age Investment Company

Internal
Address: _____

Street Address: Three Robinson Plaza, Suite 400

City: Pittsburgh State: PA Zip: 15205

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State: Delaware

5. Name and Address of receiving party(ies)

Name: IA Vision Acquisition Co.

Internal Address: _____

Street Address: Three Robinson Plaza, Suite 400

City: Pittsburgh State: PA Zip: 15205

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

6. Name and Address of receiving party(ies)

Name: Iron Age Canada Ltd.

Internal Address: _____

Street Address: 560 Bryne Drive, Unit 3

City: Barrie, Ontario State: Canada Zip: L4N9P6

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State: _____
- Other: Organization under the Canadian Business Corporations Act

Application Numbers

74/491,094	75/443,441	75/319,368	75/342,582	75/357,666
75/418,663	75/462,254			

Registration Numbers

1,671,179	1,677,695	928,349	1,276,282	1,077,024
949,859	1,082,707	1,212,263	634,888	1,919,851
1,919,852	2,112,932	2,082,503	780,371	1,919,898
1,967,884	1,901,251	1,905,063	1,477,784	1,344,676
1,201,228	1,133,194	785,262	671,243	1,966,512
2,120,443	656,488	895,088	740,975	973,456
1,119,327	419,794	1,110,565	1,437,386	993,107
1,855,821	843,731	2,030,521	2,051,944	

NO ADDITIONAL PAGES

RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release") is made and effective as of September 23, 2002 (the "Effective Date"), by BNP PARIBAS (the "Agent"), as agent for, as applicable, the Lenders, the Swing Line Bank and the Issuing Bank, in favor of each of the applicable Grantors (capitalized terms used herein but not defined herein shall have the meanings set forth, as applicable, in First Intellectual Property Security Agreement and Second Intellectual Property Agreement referenced below).

WHEREAS, reference is made to that certain Credit Agreement, dated as of February 26, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time, "Credit Agreement I"), by and among IAH ACQUISITION CORP., the Agent, the applicable Lenders, and the applicable Issuing Bank;

WHEREAS, reference is made to that certain Intellectual Property Security Agreement, dated as of February 26, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time, "First Intellectual Property Security Agreement") by and among the applicable Grantors and the Agent, as agent for the applicable Lenders, and the applicable Issuing Bank, pursuant to which each such Grantor pledged, assigned and granted to the Agent, for the benefit of the Secured Parties (as defined in Credit Agreement I), a security interest in and to all of such Grantor's right, title and interest in and to the applicable Intellectual Property Collateral;

WHEREAS, reference is made to that certain Intellectual Property Security Agreement Supplement, dated as of March 14, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Intellectual Property Security Agreement Supplement") by and among the applicable Grantors and the Agent, as agent for the applicable Lenders, and the applicable Issuing Bank, pursuant to which each such Grantor pledged, assigned and granted to the Agent, for the benefit of the Secured Parties (as defined in Credit Agreement I), a security interest in and to all of such Grantor's right, title and interest in and to the applicable Intellectual Property Collateral

WHEREAS, reference is made to that certain Credit Agreement, dated as of April 24, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, "Credit Agreement II," and together with the Credit Agreement I, the "Credit Agreements"), by and among IRON AGE CORPORATION, the Agent, the applicable Lenders, the applicable Issuing Bank and the applicable Swing Line Bank;

WHEREAS, reference is made to that certain Intellectual Property Security Agreement, dated as of April 24, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, "Second Intellectual Property Security Agreement," and together with First Intellectual Property Security Agreement and the Intellectual Property Security Agreement Supplement, the "Intellectual Property Security Agreements") by and among the applicable Grantors and the Agent, as agent for the applicable Lenders, the applicable

Issuing Bank and the applicable Swing Line Bank, pursuant to which each such Grantor pledged, assigned and granted to the Agent, for the benefit of the Secured Parties (as defined in Credit Agreement II), a security interest in and to all of such Grantor's right, title and interest in and to the applicable Intellectual Property Collateral;

WHEREAS, (i) the First Intellectual Property Agreement was recorded with the United States Patent and Trademark Office under reel and frame number 1565/0638; (ii) the Intellectual Property Agreement Supplement was recorded with the United States Patent and Trademark Office under reel and frame numbers 1583/0132 with respect to Trademarks and under reel and frame numbers 8461/0500 with respect to Patents; and (iii) the Second Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office under reel and frame numbers 1720/0738 with respect to Trademarks and under reel and frame numbers 9138/0007 with respect to Patents; and

WHEREAS, in accordance with the provisions of the Credit Agreements and the Intellectual Property Security Agreements, the Agent is willing to terminate and discharge fully its security interests in all Intellectual Property Collateral under the Intellectual Property Security Agreements (the "Released Intellectual Property"), including the Intellectual Property Collateral listed on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent, on behalf of all applicable Secured Parties, hereby assigns and releases to all applicable Grantors all of the Agent's security interest in, to and under the Released Intellectual Property Collateral.
2. The Agent acknowledges and affirms that all of the Agent's rights and remedies and all of the Grantors' obligations under the Intellectual Property Security Agreements with respect to the Released Intellectual Property Collateral are hereby terminated, discharged and extinguished.
3. The Agent hereby agrees, at the sole expense of the Grantors, to execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence and record the release of the security interest pursuant to this Release.
4. Executed copies of this Release transmitted by facsimile or other electronic transmission service shall be effective as delivery of an original executed counterpart of this Release.
5. The Agent hereby authorizes and requests the Commissioner of Trademarks and the Commissioner of Patents of the United States Patent and Trademark Office to record this Release.
6. This Release shall be governed by, and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the date first above written.

BNP PARIBAS, as Agent

By 
Name: **ALAN MUSTACCHI**
Title: **Managing Director**

By 
Name: **CECILE SCHERER**
Title: **Director
Merchant Banking Group**

SCHEDULE A

[See Attached]

Patents and Patent Applications

I. Iron Age Corporation

A. U.S. Patent

<u>Title</u>	<u>Pat. No.</u>	<u>Issue Date</u>
Outsole for a Shoe	D302,765	8/15/89

II. Iron Age Holdings Corporation

None.

III. Iron Age Investment Company

None.

IV. Falcon Shoe Mfg. Co.

A. U.S. Patent Application

<u>Title</u>	<u>Ser. No.</u>	<u>File Date</u>
Methods and Apparatuses for Insulating an Article of Footwear Having a Protective Toe Cap	08/543,002	10/13/95

Trademark Registrations and Applications

I. Iron Age Corporation

A. U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IRON AGE MAXIMUM and Design	1,671,179	1/7/92
IRON AGE SPORTWORK II	1,677,695	3/3/92
GRABBER	928,349	2/1/71
FREEDOM TOE	1,276,282	5/1/84
BF and Design	1,077,024	11/8/77
METAPRO	949,859	1/2/73
SAF-GARD	1,082,707	1/17/88
IRON AGE and Design	1,212,263	10/12/82
IRON AGE	634,888	9/25/56
MIGHTY TOUGH	1,919,851	9/19/95
MIGHTY TOUGH and Design	1,919,852	9/19/95
IRON AGE PLUS	2,112,932	11/11/97
ROUGH CREEK	2,082,503	7/22/97

OIL RESISTANT GUARANTEED SHU-LIFE SOLE	780,371	11/17/64
KNAPP ATVS BUILT TO GO ANYWHERE (Stylized)	1,919,898	9/19/95
KNAPP ATVS BUILT TO GO ANYWHERE	1,967,884	4/16/96
KNAPP ATVS U.S.A. 2000 SERIES (Stylized)	1,901,251	6/20/95
KNAPP ATVS U.S.A. 2000 SERIES	1,905,063	7/11/95
ATVS BY KNAPP	1,477,784	2/23/88
TUF-SHOT	1,344,676	6/25/85
TWO-SHOT	1,201,228	7/13/82
KNAPP MASTERCRAFT CUSHIONED COMFORT and Design	1,133,194	4/15/80
KNAPP SHOES	785,262	2/16/65
KNAPP FREE-WAY CUSHIONED SHOES and Design	671,243	12/16/58

B. U.S. Service Mark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IRON AGE	1,966,512	4/9/96
IRON AGE PLUS	2,120,443	12/9/97

C. U.S. Trademark Applications

<u>Mark</u>	<u>Ser. No.</u>	<u>File Date</u>
RUFFHIDES	74/491,094	2/15/94

SLIP KNOTS	75/443,441	2/24/98
SPORTWORK	75/319,368	7/3/97
ARMOR 75X-TRA LITE	75/342,582	8/18/97
SAFE-GARD	75/357,666	9/16/97
HIGH-WIDE PROFILE II	75/418,663	1/9/98
THE SOLES OF WORKING AMERICA	75/462,254	4/6/98
THE SOLE OF WORKING AMERICA	(to be filed)	
KNAPP	(to be filed)	

D. Foreign Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IRON AGE	Benelux	488,506	12/7/90
IRON AGE	Canada	223,537	10/7/77
IRON AGE	Germany	1,022,860	11/27/80
IRON AGE	Denmark	2318-1981	9/4/81
IRON AGE	France	1,621,306	11/27/80
IRON AGE	United Kingdom	1,144,205	11/19/80
IRON AGE	Mexico	419,038	3/8/92
IRON AGE	Norway	110,047	12/3/81
IRON AGE	Taiwan	434,908	3/16/89
IRON AGE	China	642,723	5/21/93
IRON AGE	Sweden	176,255	4/16/81
IRON AGE	Hong Kong	04875	12/30/93

IRON AGE	United Kingdom	1,512,133	9/9/92
IRON AGE	Japan	3338462	8/8/97
IRON AGE	Korea	386476	12/15/97

E. Foreign Service Mark Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IRON AGE	Korea	41362	2/19/98

F. Foreign Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Ser. No.</u>	<u>File Date</u>
SPORTWORK	Mexico	318,773	1/7/98
ARMOR 75X-TRA LITE & Design	Canada	322,891	1/20/98
KNAPP	Canada	865,487	12/31/97
SPORTWORK	Canada	865,488	12/31/97
SPORTWORK II & Design	Canada	865,489	12/31/97
IRON AGE	Philippines	102856	9/20/95
SAFE-GARD	Canada	869,158	2/11/98
SAFE-GARD	Mexico	325,962	3/16/98

G. Foreign Service Mark Applications

<u>Mark</u>	<u>Country</u>	<u>Ser. No.</u>	<u>File Date</u>
IRON AGE	Philippines	102857	9/20/95

II. Iron Age Holdings Corporation

None.

III. Iron Age Investment Company

A. U.S. Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
-------------	-----------------	------------------

None.

B. U.S. Applications

<u>Mark</u>	<u>Ser. No.</u>	<u>File Date</u>
-------------	-----------------	------------------

None.

C. Foreign Service Mark Registration

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
-------------	----------------	-----------------	------------------

IRON AGE	Mexico	509,304	10/31/95
----------	--------	---------	----------

IRON AGE	Canada	TMA473,865	3/26/97
----------	--------	------------	---------

D. Foreign Service Mark Application

<u>Mark</u>	<u>Country</u>	<u>Ser. No.</u>	<u>File Date</u>
-------------	----------------	-----------------	------------------

None.

IV. Falcon Shoe Manufacturing Co.

A. U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CHIEF QUODDY'S MAINE MADE and Design	656,488	12/31/57
DUNHAM	895,088	7/21/70
DUNHAM TYROLEANS	740,975	11/20/62
DUNHAM WAFFLE- STOMPERS	973,456	11/20/73
GREAT FOOTWEAR FOR THE GREAT OUTDOORS	1,119,327	5/29/79
RUGGARDS (Stylized)	419,794	3/5/46
THE WAY OF NATURE... THRU THE HANDS OF MAN	1,110,565	1/2/79
TRU-TRAK	1,437,386	4/21/87
TRUKKERS	993,107	9/10/74
DUNHAM DOUBLE COVERAGE TOES and Design	1,855,821	9/27/94
DURAFLEX	843,731	2/6/68
WIDE TRAK	2,030,521	1/14/97
ARMOR-TECH	2,051,944	4/15/97

B. U.S. Trademark Application

<u>Mark</u>	<u>Ser. No.</u>	<u>File Date</u>
None.		

C. State Registration

<u>Mark</u>	<u>State</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
DUNHAM	Vermont	4,553	3/29/73

D. Foreign Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
DUNHAM	Austria	142,074	5/21/92
DUNHAM TYROLEANS	Canada	225,957	2/10/78
DUNHAM'S	Italy	259,229	12/29/92
DUNHAM'S	Japan	1,620,432	9/29/83
DUNHAM'S	Switzerland	383,406	7/19/91
DUNHAM	Germany	2,027,548	1/5/93
DUNHAM	Spain	1/683/507	4/3/95
DUNHAM	Canada	460,625	8/2/96
DUNHAM'S	France	1,613,236	9/3/90
DUNHAM'S	Switzerland	383,406	7/19/91
QUODDY MOCCASINS & Design	South Africa	815,685	6/6/81

E. Foreign Applications

<u>Mark</u>	<u>Country</u>	<u>Ser. No.</u>	<u>File Date</u>
ARMOR-TECH	Canada	801,437	1/10/96

Copyright Registrations and Applications

I. Iron Age Corporation

None.

II. Iron Age Holdings Corporation

None.

III. Iron Age Investment Company

None.

IV. Falcon Shoe Mfg. Co.

None.

Licenses

I. Iron Age Corporation

- A. Trademark License Agreement, dated August 15, 1994, between W.L. Gore & Associates, Inc. and Iron Age Corporation

II. Iron Age Holdings Corporation

None.

III. Iron Age Investment Company

- A. Service Mark License Agreement, dated January 29, 1995, between Iron Age Investment Company and Iron Age Canada Ltd.
- B. Service Mark License Agreement, dated January 29, 1995, between Iron Age Investment Company and Iron Age de Mexico de C.V.
- C. Services Agreement, dated January 29, 1995, between Iron Age Investment Company and Iron Age Corporation

IV. Falcon Shoe Mfg. Co.

- A. Trademark License Agreement, dated July 25, 1994, between W.L. Gore & Associates, Inc. and Falcon Shoe Mfg. Co.
- B. Manufacturing Certification Agreement, dated July 25, 1994, between W.L. Gore & Associates, Inc. and Falcon Shoe Mfg. Co.

Third Party Claims/Pending Litigation/Unauthorized Uses

None.