

102344504

To the Honorable Commissioner of Patents

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **UGG Holdings, Inc.**

1-21-03

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

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

3. Nature of conveyance:

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

Execution Date: **November 25, 2002**

2. Name and address of receiving party(ies)

Name: **The Peninsula Fund III Limited Partnersip**

Internal Address: **Suite 2500**

Street Address: **535 Girswold Street**

City: **Detroit** State: **MI** Zip: **48226**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership **Delaware**
- Corporation-State
- 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) **76/346,080**

B. Trademark Registration No.(s) **1,237,456 1,973,743
1,460,992 2,314,853**

Additional number(s) attached Yes No

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

Name: **David R. Haarz**

Internal Address: **Suite 800**

Street Address: **1901 L Street, N.W.**

City: **Washington** State: **DC** Zip: **20036**

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41)

\$ **140.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1061

(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.

David R. Haarz

Name of Person Signing

Signature

December 30, 2002

Date

18

Total number of pages including cover sheet, attachments, and document:

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

01/22/2003 LNUELLER 00000142 041061 76346080

01 FC:8521 40.00 CH
02 FC:8522 100.00 CH

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (as may be amended from time to time, this "Agreement"), dated as of November 25, 2002, is entered into by and between UGG Holdings, Inc., a California corporation ("Debtor"), and The Peninsula Fund III Limited Partnership, a Delaware limited partnership ("Secured Party"), with reference to the following facts:

RECITALS

A. Concurrent herewith, Deckers Outdoor Corporation, a Delaware corporation ("Borrower"), and Secured Party are entering into the Note Purchase Agreement, dated as of November 25, 2002 (the "Note Purchase Agreement"), pursuant to which Secured Party will be extending certain financial accommodations to Debtor.

B. In order to induce Secured Party to enter into the Note Purchase Agreement and in consideration thereof, Debtor has agreed to execute and deliver to Secured Party this Agreement, securing the payment of performance of the Senior Subordinated Obligations of Borrower under the Note Purchase Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

AGREEMENT

1. Definitions and Construction.

(a) Definitions. All initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Note Purchase Agreement. In addition, the following terms, as used in this Agreement, have the following meanings:

"Bankruptcy Code" means The Bankruptcy Reform Act of 1978 (Pub. L. No. 95-598; 11 U.S.C.), as amended or supplemented from time to time, or any successor statute, and any and all rules and regulations issued or promulgated in connection therewith.

"Code" means the Michigan Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) All of Debtor's right, title, and interest, in and to the trademarks and rights and interests which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers and applications pertaining thereto), which are presently, or in the future may be,

owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) All of Debtor's right, title, and interest, in and to the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) or by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Debtor's right, title, and interest, in and to the patents and patent applications listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(iv) All of Debtor's right, title, and interest, in and to the trademarks and trademark registrations listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtor's right, title and interest, in all patentable inventions, and to file applications for patents under federal patent law or regulation of any foreign country, and to request re-examination and/or re-issue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of Debtor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(vii) All general intangibles relating to the foregoing; and

(viii) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Debtor" shall have the meaning set forth in the introduction hereto.

"Event of Default" shall have the meaning set forth in Section 11 herein.

"Secured Party" shall have the meaning set forth in the introduction hereto.

(b) Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Note Purchase Agreement. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Secured Party or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Secured Party, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Secured Party and Debtor.

2. Grant of Security Interest. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

3. Further Assurances.

(a) Debtor agrees that from time to time, at the expense of Debtor, Debtor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, promptly make, execute, acknowledge and deliver, and file and record in the United States Patent and Trademark Office, all instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Debtor will: (i) at the request of Secured Party, mark conspicuously each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to Secured Party, indicating that such Collateral is subject to the security interest granted hereby; (ii) execute and file such financing or continuation statements, or amendments thereto, and such other instrument or notices, as may be necessary or desirable, or as Secured Party may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby; (iii) at any reasonable time during normal business hours, upon demand by Secured Party, allow inspection of the Collateral by Secured Party, or persons designated by Secured Party; and (iv) appear in and defend any action or proceeding that may affect Debtor's title to or Secured Party's security interest in the Collateral; *provided, however*, that such action or proceeding will have in Debtor's reasonable business judgment a material adverse effect on the value of the Collateral.

(b) Debtor will furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request.

4. Representations, Warranties and Covenants. Debtor hereby represents, warrants, and covenants that:

(a) a true and complete schedule setting forth all patent and patent applications owned or controlled by Debtor or licensed to Debtor, together with the title and filing or issuance dates thereof, is set forth on Schedule A;

(b) a true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Debtor or licensed to Debtor, together with the filing or issuance dates thereof, is set forth on Schedule B;

(c) each of the patents, trademarks, and trademark registrations are subsisting and have not been adjudged invalid or unenforceable in whole or in part, except as set forth on Schedule C;

(d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, patent applications, trademarks, and trademark registrations, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons, except as may be set forth on Schedule D;

(e) Debtor has used and will continue to use proper statutory notice in connection with its use of each of the patents and trademarks;

(f) Debtor has used and will continue to use consistent standards of high quality (which may be consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the patents and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the patents and trademarks that in Debtor's reasonable business judgment have sufficient value to justify maintenance; and

(g) except for the filing of a financing statement with the Secretary of State of California and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtor or for the perfection of or the exercise by Secured Party of its rights hereunder to the Collateral in the United States.

5. After-Acquired Patent or Trademark Rights.

(a) If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, divisional, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patents, and shall promptly deliver to Secured Party an amended Schedule A. Debtor shall bear any expenses incurred in connection with any future patent applications.

(b) If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party, at the end of each fiscal quarter, with respect to any such new trademark registration and applications or renewal or extension of any trademark registration, and shall immediately deliver to Secured Party an amended Schedule B. Debtor shall bear any expenses incurred in connection with future applications for trademark registration.

6. Indemnification. Debtor hereby agrees to indemnify and hold harmless Secured Party from any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including attorneys' fees and attorneys' fees incurred pursuant to the Bankruptcy Code) of any kind whatsoever that may be imposed on, incurred by or asserted against Secured Party in connection with, or in any way arising out of, any such suits, proceedings or other action concerning, or the defense of, any such suits, proceedings or other actions, whether that claim is made by Debtor or any other person, and for any damages and lost profits that may be awarded as a consequence of any such suits, proceedings or other actions, in which, with respect to all of the above, an allegation of the liability, strict or otherwise, of Debtor is or may be made by any person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement, or improper use, howsoever arising or by whomsoever caused, or an inventions disclosed and claimed in the patents.

7. Litigation and Proceedings. Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Secured Party any information with respect thereto requested by Secured Party. Secured Party shall provide at Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Secured Party of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the patents or trademarks, its right to apply for the same, or its right to keep and maintain such patent or trademark rights; *provided, that*, such proceeding is likely to have or any such adverse determination has a material adverse impact on the value of the Collateral.

8. Power of Attorney. Debtor irrevocably grants Secured Party power of attorney, coupled with an interest, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following an Event of Default in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this agreement, including, without limitation, as may be subject to the provisions of this Agreement:

(a) to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Secured Party to use or maintain the Collateral;

(b) to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Secured Party's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person; and

(d) to file any such application, instrument or document as may be required by the United States Patent and Trademark Office in order to transfer the Collateral into the name of the Secured Party or Secured Party's nominee.

9. Right to Inspect. Debtor grants to Secured Party and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business.

10. Appraisals. Upon the request of Secured Party, Debtor shall deliver to Secured Party an appraisal, issued by an appraiser of Secured Party's choice, of the domestic and international patents, patent applications, trademarks and trademark registrations and applications for all of the above. Debtor shall disclose to the appraiser all information concerning such items as requested by the appraiser and all other information known to Debtor that would have an effect on the value of any such items.

11. Events of Default. The occurrence of any Event of Default under the Note Purchase Agreement shall constitute an event of default ("Event of Default") hereunder.

12. Specific Remedies. Upon the occurrence of any Event of Default, Secured Party shall have, in addition to, other rights given by law or in this Agreement, the Note Purchase Agreement, or in any other agreement or document entered into in connection herewith or therewith, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

(a) Secured Party may notify Debtor or other licensees of the Collateral to make royalty payments on such license agreements directly to Secured Party;

(b) Secured Party may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Secured Party deems advisable. Debtor shall file any such application, instrument or document as may be required by the United States Patent and Trademark Office in order to transfer the Collateral into the name of the Secured Party or Secured Party's nominee. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor five (5) days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by Secured Party, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Secured Party shall also give notice of the time and place by publishing a notice one time at least five (5) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(c) Secured Party may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Secured Party at such sale.

13. General Provisions.

13.1 Effectiveness of This Agreement. This Agreement shall be binding and deemed effective when executed by Debtor and accepted and executed by Secured Party.

13.2 Cumulative Remedies; No Prior Recourse to Collateral. The enumeration herein of Secured Party's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that the Secured Party may have under the Code or other applicable law. Secured Party shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

13.3 No Implied Waivers. No act, failure, or delay by Secured Party shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Secured Party of any provision of this Agreement or the Note Purchase Agreement, or of a breach or default hereunder or thereunder, or of any right or remedy which the Secured Party may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by Secured Party shall affect its rights to require strict performance of this Agreement.

13.4 Severability. If any provision of this Agreement shall be prohibited or invalid, under applicable law, it shall be effective only to such extent, without invalidating the remainder of this Agreement.

13.5 Governing Law. This Agreement shall be deemed to have been made in the State of Michigan and shall be governed by and interpreted in accordance with the laws of such state, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

13.6 Jurisdiction and Venue. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER AGREEMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF WAYNE, STATE OF MICHIGAN, PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT SECURED PARTY'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SECURED PARTY ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. DEBTOR AND SECURED PARTY WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF *FORUM NON CONVENIENS* OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 13.6.

13.7 Waiver of Trial By Jury. DEBTOR AND SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND

SECURED PARTY REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

13.8 Survival of Representations and Warranties. All of Debtor's representations and warranties contained in this Agreement shall survive the execution, delivery, and acceptance thereof by the parties, notwithstanding any investigation by Secured Party or its agents.

13.9 Fees and Expenses. Debtor shall pay to Secured Party on demand all reasonable costs and expenses that the Secured Party pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Secured Party; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Secured Party arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement regarding costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of past judgment reasonable attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

13.10 Notices. Except as otherwise provided herein, all notices, demands and requests that Debtor or Secured Party are required or elect to give to the other shall be sent in accordance with Section 12.3 and Annex I of the Note Purchase Agreement.

13.11 Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by Debtor without the prior written consent of Secured Party. The rights and benefits of Secured Party hereunder shall, if Secured Party so agrees, inure to any party acquiring any interest in the Obligations or any part thereof.

13.12 Modification. This Agreement is intended by Debtor and Secured Party to be the final, complete, and exclusive expression of the agreement between them respecting the

subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by Debtor and a duly authorized officer of Secured Party.

13.13 Counterparts. This Agreement may be executed in any number of counterparts, and by Secured Party and Debtor in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

13.14 Captions. The captions contained in this Agreement are for convenience only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.


13.15 Termination By Secured Party. After termination of the Note Purchase Agreement and when Secured Party has received payment and performance, in full, of all Obligations, Secured Party shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder.

13.16 Subordination. All rights of the Secured Party hereunder shall be expressly subject to the terms of a Senior Subordination Agreement dated November 25, 2002 among Comerica Bank – California, Secured Party, the Debtor and UGG Holdings, Inc., a California Corporation, as amended or modified from time to time.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

UGG HOLDINGS, INC.,
a California corporation

By: _____

Name: M. Scott Ash

Title: Chief Financial Officer

THE PENINSULA FUND III LIMITED
PARTNERSHIP,
a Delaware limited partnership

By: _____

Name: Scott A. Reilly

Its: President and Chief Investment Officer

DETROIT 699223 11/20/2002

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

UGG HOLDINGS, INC.,
a California corporation

By: _____

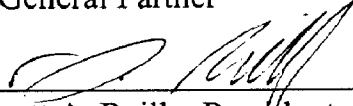
Name: M. Scott Ash

Title: Chief Financial Officer

THE PENINSULA FUND III LIMITED
PARTNERSHIP,
a Delaware limited partnership

By: Peninsula Capital Partners L.L.C.

Its: General Partner

By:  _____

Name: Scott A. Reilly, President

DETROIT 699223 11/20/2002

Schedule A
Peninsula - UGG Holdings Patent and Trademark Security Agreement
Patents and Patent Applications

- NONE -

SCHEDULE B**PENINSULA - UGG HOLDINGS, INC.
PATENT and TRADEMARK SECURITY AGREEMENT****TRADEMARK APPLICATIONS AND REGISTRATIONS****UGG DOMESTIC TRADEMARKS**

<u>Mark</u>	<u>Country</u>	<u>Reg. (or) Filing Date</u>	<u>Reg or Appln No.</u>
BABY UGGS	USA	Filed: 12/6/01	Appln. No. 76/346,080
ORIGINAL UGG BOOT UGG AUSTRALIA & Design	USA	10/13/87	1,460,992
Sun Design	USA	2/1/00	2,314,853
UGG	USA	5/14/96	1,973,743
UGHS	USA	5/10/83	1,237,456

UGG FOREIGN TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Reg. (or) Filing Date</u>	<u>Reg. or Appln. No.</u>
UGG (Stylized)	Argentina	10/23/95	1,579,760
UGG AUSTRALIA (with sun logo)	Australia	8/2/00	785,466
UGH	Australia	3/19/82	373,173
UGH BOOTS	Australia	1/25/71	245,662
UGG	Austria	3/14/90	130,017
UGG	Benelux	9/25/95	580,847

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<u>Mark</u>	<u>Country</u>	<u>Reg. (or) Filing Date</u>	<u>Reg. or Appln. No.</u>
UGG	Brazil	Filed: 6/19/98	Appln. No. 820,846,830
UGG (Stylized)	Canada	Filed: 9/21/93	Appln. No. 737,338
UGHS	Canada	2/10/84	287,645
UGG	China	10/14/96	880,518
UGG	Colombia	12/27/95	182,355
UGG	Costa Rica	8/1/96	95,581
UGG	Denmark	11/3/95	7569/1995
UGG	El Salvador	9/9/97	135
UGG	Europe	1/31/01	001409721
UGG	Finland	9/30/96	201,889
UGG	France	12/14/89	1,565,304
UGG	Germany	11/15/90	1,167,979
UGG	Greece	3/17/98	126,925
UGG	Guatemala	3/4/97	84,208
UGG	Israel	1/5/97	101,068
UGG	Italy	9/24/92	574,391
UGG	Japan	4/18/97	3,283,675
UGG	Japan	6/30/92	2,426,878
UGG	Japan	11/30/88	2,097,985
UGH	Japan	5/30/97	3,315,506
UGG	Korea	2/7/02	512097
UGG (Stylized)	Mexico	2/8/96	516,461
UGG AUSTRALIA	New Zealand	2/11/99	305,032

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<u>Mark</u>	<u>Country</u>	<u>Reg. (or) Filing Date</u>	<u>Reg. or Appln. No.</u>
(with sun logo)			
UGG	Norway	1/5/95	166,406
UGG	Russia	4/15/96	140,957
UGG	Spain	11/4/94	1,802,921
UGG	Sweden	2/23/96	309,134
UGG BY BRIAN	Switzerland	12/6/89	378,253
UGG	Uruguay	8/26/99	309,433
THE ORIGINAL UGG AUSTRALIA UGG	United Kingdom	11/10/94	1,326,567

Schedule C
Peninsula - UGG Holdings Patent and Trademark Security Agreement
Legal Matters Involving Intellectual Property

Docket No.	Country	Marks/Other Party	Description
2111.64075	Canada	UGG United Grain Growers	United Grain Growers has opposed UGG Holdings application to register UGG. Settlement discussions are in process.

Schedule D
Peninsula - UGG Holdings Patent and Trademark Security Agreement
License Grants

- NONE -