

01-29-2003



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 9/31/2002) Tab settings

RE

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 1-24-03  
 Munro & Company, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Arkansas  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: Fleet Capital Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: 5950 Sherry Lane, Suite 300  
 City: Dallas State: TX Zip: 75225

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Rhode Island  
 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 \_\_\_\_\_

Execution Date: April 21, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 76/249,727;  
76/386,843, 76/347,713; 76/347,712

B. Trademark Registration No.(s) 2,514,184;  
1,694,536; 1,349,527; 569,056

Additional number(s) attached  Yes  No

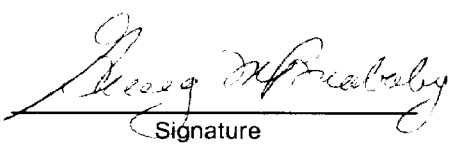
5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: George M. Borababy  
 Internal Address: \_\_\_\_\_  
 Street Address: Patton Boggs LLP  
2550 M Street, N.W.  
 City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved: 56

7. Total fee (37 CFR 3.41).....\$ 1,415.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-0709

DO NOT USE THIS SPACE

9. Signature.  
George M. Borababy            1/24/03  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK REEL: 002659 FRAME: 0073

This material is marked for S. 415.00

## Attachment

## trademark registrations continued

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CL KIDS & Design	1,710,790	08/25/92
CLEAR LAKE & Design	1,696,182	06/23/92
COMFORTIQUE	2,384,250	09/05/00
EASY STEPS	1,117,317	05/01/79
EZ STEP GOLF SHOES & Design	2,117,653	12/02/97
EZ STEP	2,168,271	06/23/98
JOHN ADDISON	1,441,276	06/02/87
MOLLIE MUNRO	2,269,893	08/10/99
MUNRO AMERICAN & Design	2,168,637	06/23/98
MUNRO KIDS ON THE GO!	2,480,767	08/21/01
MUNRO KIDS	2,470,593	07/17/01
MUNRO SPORT AMERICAN FOOTWEAR	1,927,765	10/17/95
MUNRO	1,535,376	04/18/89
PROPER SIZE PERFECT FIT & Des	2,165,656	06/16/98
PROPER SIZE. PERFECT FIT	2,018,508	11/19/96
RIGHT SHOE FOR BOTH FEET	1,845,713	07/19/94
SCULPTED SANDAL COLLECTION	2,056,261	04/22/97
TOT STUFF	1,535,398	04/18/89
FLEXIES (& logo)	202,732	09/01/25
FLEXIES (stylized)	202,733	09/02/25
JUMPING-JACKS (stylized)	515,459	09/20/49
BERNINI	778,802	10/20/64
JUMPING-JACKS PARTIES (sytlized)	803,934	02/15/66
JUMPING-JACKS BALANCERS	849,473	05/21/68
JJ (stylized)	873,488	07/22/69
GUIDABENE	931,814	04/04/72
JUMPING-JACKS (& logo)	991,463	08/20/74
JUMPING-JACKS	1,131,579	03/11/80
WHIZ KIDS	1,141,598	11/18/80
WHIZ KIDS	1,148,592	03/24/81
JUMPING-JACKS	1,154,333	05/19/81
SUN-JUMPING	1,154,963	05/19/81
MOXEES	1,209,810	09/21/82
PORTABENE	1,306,067	11/20/84
FLEXIES (stylized)	1,325,963	03/19/85
BABY JACKS	1,390,849	04/22/86
JJ (& logo)	1,408,653	09/09/86
SUPER JACKS	1,457,575	09/15/87
JUMPING-JACKS (& logo)	1,528,378	03/07/89
ACTION JACKS	1,530,981	03/21/89
BABY JACKS (stylized)	1,542,632	06/06/89
JJ SPORT (& logo)	1,584,765	02/27/90
JUST FOR FUN	1,816,877	01/18/94
PERFECTION BY JUMPING-JACKS	1,851,542	08/30/94
(footprint design)	1,870,897	12/27/94
(shoe design)	1,951,977	01/23/96
UP-2 PERFECTION	2,000,433	09/10/96

# Trademark applications continued

MARK

APP. NO.

APP. DATE

FOOTPRINT LOGO (with Turtle and Star)

75/597,791

12/01/98

**AMENDED AND RESTATED**  
**TRADEMARK COLLATERAL ASSIGNMENT AND**  
**SECURITY AGREEMENT**

WHEREAS, MUNRO & COMPANY, INC., an Arkansas corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Osage Footwear, Inc. ("Osage"), and Fleet Capital Corporation ("Fleet"), and certain other lenders entered into a Loan and Security Agreement dated as of December 21, 1992 (as the same was amended from time to time, the "Original Loan Agreement"), which provided for extensions of credit to be made to Grantor by Fleet;

WHEREAS, in connection with the Original Loan Agreement, Osage entered into that certain Trademark Security Agreement dated as of December 21, 1992, whereby Osage granted to Fleet a security interest in certain trademarks of Osage;

WHEREAS, Osage has assigned all of its right, title and interest in all of its trademarks to Grantor;

WHEREAS, Grantor has requested that Fleet entirely amend and restate the Original Loan Agreement;

WHEREAS, pursuant to the terms of the Amended and Restated Loan and Security Agreement by and among Grantor, Fleet, as Agent ("Grantee"), and as a lender and certain other lenders, from time to time party thereto (collectively, the "Lenders"), dated as of the date hereof (as the same may be amended from time to time, the "Loan Agreement"), Grantor has granted to Grantee, for the benefit of the Grantee and the Lenders, a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders, a continuing security interest in, and a conditional assignment of, all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration, trademark application, and trademark license, including, without limitation, the trademarks, trademark registrations, trademark licenses (together with any reissues, continuations or extensions thereof) and trademark applications

referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connection with the use of, and symbolized by, each trademark, trademark registration, trademark license and trademark application;

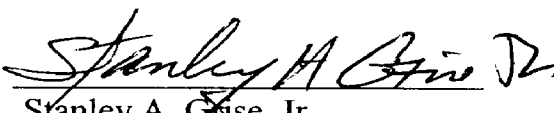
(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest and conditional assignment is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest and other interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

The lien on and security interest in, and conditional assignment of, the Trademark Collateral granted hereunder by Grantor is in renewal, extension and modification of the liens and security interests previously granted by Grantor or Osage in the Trademark Collateral pursuant to any trademark security agreement or similar collateral document in connection with the Original Loan Agreement. Such prior liens and security interests are not impaired, released or extinguished hereby; such prior liens and security interests are hereby affirmed, confirmed, ratified and carried forward; and the ranking, perfection and priority of such prior liens and security interests shall continue in full force and effect. This Amended and Restated Trademark Security Agreement constitutes an amendment, modification and restatement, but not an extinguishment or novation of the obligations of Grantor or Osage pursuant to each such prior trademark security agreement and similar collateral document. With respect to matters relating to the period prior to the effective date of this Amended and Restated Trademark Security Agreement, all of the provisions of each such prior trademark security agreement and similar collateral document are hereby ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Collateral Assignment and Security Agreement to be duly executed by its duly authorized officer thereunto as of the 21st day of April, 2002.

MUNRO & COMPANY, INC.

By:   
Stanley A. Guse, Jr.  
Vice President, Finance

Trademark Security Agreement  
9111.137:193570

ACKNOWLEDGEMENT

ARKA NSAS  
STATE OF ~~TEXAS~~ §  
GARLAND § ss.  
COUNTY OF ~~DALLAS~~ §

On the 16<sup>th</sup> day of April, 2002 before me personally appeared Stanley A. Grise, Jr., to me personally known or proved tome on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President – Finance of Munro & Company, Inc., who being by me duly sworn, did depose and say that he is the Vice President – Finance of Munro & Company, Inc., the corporation described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Elaine Butterfield  
Notary Public

Elaine Butterfield  
Notary Public-State of Arkansas  
Garland County  
My Commission Expires 10-18-2011

My Commission expires:

\_\_\_\_\_

**Schedule 1  
To Trademark Collateral  
Assignment and  
Security Agreement**

**TRADEMARK REGISTRATIONS**

<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>
BETTER FIT BETTER FEET	76/249,727	05/02/01
BODY SOFT	76/386,843	03/26/02
TCT	76/347,713	12/12/01
TOTAL COMFORT TECHNOLOGY	76/347,712	12/12/01
ADDISON	2,514,184	12/04/01
CHILD LIFE AND BALLOONS Design	1,694,536	06/16/92
CHILD LIFE	1,349,527	07/16/85
CHILD LIFE	569,056	01/13/53
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