

03-31-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp.
5/31/2002)



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

102403982

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

1. Name of conveying party(ies):
Falcon Shoe Mfg. Co.

3-14-03

- Individual(s)
- Association
- Corporation-**Maine**
- Other -

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other - **correct nature of conveyance previously recorded at reel 2609/0042**

Execution Date: **September 23, 2002**

2. Name and address of receiving party(ies)
Name: **Foothill Capital Corporation**

Internal Address: _____
Street Address: **2450 Colorado Avenue**
City: **Santa Monica** State: **CA** Zip: **90404**

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

B. Trademark Registration No.(s)

2,051,944; 843,731; 2,030,521

Additional number(s) attached Yes No

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

Name: **Stanley Seuradge**

Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41)..... \$ **90.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel LLP

(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.

Stanley Seuradge.

March 13, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **5**

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

03/31/2003 TDIAZ1 00000026 500675 2051944

01 FC:8521 40.00 CH
02 FC:8522 50.00 CH

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TRADEMARK
REEL: 002701 FRAME: 0861

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Falcon Shoe Mfg. Co. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Trademark Security Agreement, dated as of September 23, 2002 (the "Security Agreement"), in favor of FOOTHILL CAPITAL CORPORATION, as agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of September 23, 2002.

FALCON SHOE MFG. CO.

By:



Name:

Title:

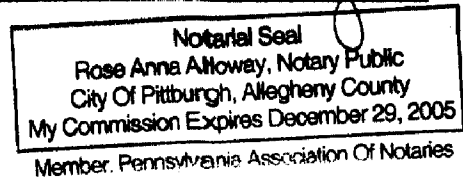
STATE OF Pennsylvania

ss.:

COUNTY OF Allegheny

On this 23 day of September, 2002, before me personally came Bart R Huchel, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Treasurer of Falcon Shoe Mfg. Co., a Maine corporation, and that he executed the foregoing instrument in the firm name of Falcon Shoe Mfg. Co., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Rose Anna Alloway



Falcon Shoe Manufacturing Company Trademarks

<i>Trademark</i>	<i>Country</i>	<i>Appln. No.</i>	<i>Appln. Date</i>	<i>Regn. No.</i>	<i>Regn. Date</i>	<i>Status</i>
ARMOR-TECH	<i>United States of America</i>	74/702,930	18-Jul-1995	2,051,944	15-Apr-1997	Registered
DURAFLEX	<i>United States of America</i>	75/256,728	19-Oct-1966	843,731	06-Feb-1968	Renewed
WIDE TRAK	<i>United States of America</i>	74/480,274	14-Jan-1994	2,030,521	14-Jan-1997	Registered

11-01-2002



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To the Honorable Commissioner

... the attached original documents or copy thereof.

1. Name of conveying party(ies):

Flacon Shoe Mfg. Co.

10-302

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State - Maine, Other

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

3. Nature of conveyance:

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

Execution Date: September 23, 2002

2. Name and address of receiving party(ies)

Name: **Foothill Capital Corporation**

Internal

OCT 3 2002

Address:

Street Address: **2450 Colorado Avenue**

City: **Santa Monica** State: **CA** Zip: **90404**

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

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Stanley Seuradge

October 3, 2002

Name of Person Signing

Signature

Date

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

5

11/01/2002 LNUELLER 00000023 500675 2951944

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

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