

CORRECTED

2-24-03

Form PTO-1594 (Rev. 10/02) 1-7-03
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

RE 08-08-2003
102519774

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

To the Honorable Commissioner of Patents

and all documents or copy thereof.

1. Name of conveying party(ies): 2,24.03
DECKERS OUTDOOR CORPORATION
495-A SOUTH FAIRVIEW AVENUE
GOLETA, CALIFORNIA 93117
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - DELAWARE
 Other

2. Name and address of receiving party(ies)
Name: MARK THATCHER
Internal Address:
Address:
Street Address: 1245 COCHRAN AVENUE
City: FLAGSTAFF State: AZ Zip: 86001
 Individual(s) citizenship UNITED STATES
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Corrected Assignment Cover Sheet

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

Execution Date: REEL# 2013/FRAME 0615

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
Attached hereto as Schedule A

B. Trademark Registration No.(s) _____
Attached hereto as Schedule A

Additional number(s) attached Yes No

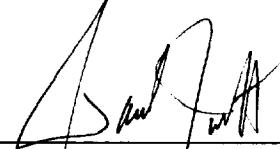
5. Name and address of party to whom correspondence concerning document should be mailed:
Name: PAUL G. JUETTNER
Internal Address: GREER, BURNS & CRAIN
Street Address: 300 SOUTH WACKER DRIVE
SUITE 2500
City: CHICAGO State: IL Zip: 60606

6. Total number of applications and registrations involved: 10
7. Total fee (37 CFR 3.41) \$ 265.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
PAUL G. JUETTNER
Name of Person Signing


Signature

FEBRUARY 20, 2003
Date

Total number of pages including cover sheet, attachments, and document: 7

02/25/2003 6TON11 00000021 2011112
01 FC:8521 40.00 DP
02 FC:8522 225.00 OP

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

TRADEMARK
REEL: 002820 FRAME: 0364

EXHIBIT A - TRADEMARKS

<u>Mark</u>	<u>U.S. Serial / Registration No.</u>
BRAIN DRAIN	2,011,112
FREE YOUR FEET AND YOUR MIND WILL FOLLOW	1,920,965
LIQUID FRAME	75/585,141 / 2,553,093
PRETTY RUGGED	2,065,631
RIVER RUBBER	2,014,052
SPIDER RUBBER	75/274,683 / 2,406,569
TERRA-FI	2,062,045
TERRADACTYL	1,866,458
WET CLIMBER	2,029,264
XPD	75/483,059 / 2,358,376

Form PTO-1003
1-27-99

02-01-2000



101254580

COVER SHEET S ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark

Tab marks

To the Honorable Commissioner

Attach the attached original documents or copy them

1. Name of conveying party(ies):

Deckers Outdoor Corporation
495-A South Fairview Avenue
Goleta, California 93117

12.20.99

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

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

2. Nature of conveyance:

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

Execution Date: December 13, 1999

2. Name and address of receiving party(ies):

Name: Mark Thatcher
 Internal Address:
 Street Address: 1245 Cochran Avenue
 City: Flagstaff AZ 86001

- Individual(s) citizenship United States
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other

If applicant is not domiciled in the United States, a domestic agent designation is attached? Yes No
 Designation 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)

(see attached Schedule A)

B. Trademark registration No.(s)

(see attached Schedule A)

Additional numbers attached? Yes No

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

Name: Paul G. Juettner
 Juettner, Pyle & Piontek
 Internal Address:

Street Address: 221 North LaSalle Street
 Suite 850

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 390.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit)

02/01/2000 BNGUYEN 00000005 2911112

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01 FC:401 46.00 CP
02 FC:102 000.00 CP

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.

Paul G. Juettner

Name of Person Signing

Signature

Dec. 16, 1999

Date

TRADEMARK
Total number of pages accompanying cover sheet
REF: 082013 FRAME: 0615
TRADEMARK

REEL: 002820 FRAME: 0366

SCHEDULE A (TRADEMARKS)

	<u>U.S. Serial/Registration No.</u>
BRAIN DRAIN	2,011,112
FREE YOUR FEET AND YOUR MIND WILL FOLLOW	1,920,965
GONZ-O-RING	1,890,600
LIQUID FRAME	75/585,141
PRETTY RUGGED	2,065,631
RIVER RUBBER	2,014,052
SANDALBOOT	1,940,227
SANDALHIKER	1,947,398
SCI-FI	1,941,787
SHOCPAD & Design	1,933,613
SPIDER RUBBER	75/274,683
TERRA-FI	2,062,045
TERRADACTYL	1,866,458
WET CLIMBER	2,029,264
XPD	75/483,059

TRADEMARK
REEL: 002013 FRAME: 0616

TRADEMARK
REEL: 002820 FRAME: 0367

**CONFIRMATORY
TRADEMARK ASSIGNMENT**

Assignment made this 13 day of December 1999 from DECKERS OUTDOOR CORPORATION, a corporation duly organized under the laws of the State of Delaware, and doing business at 495-A South Fairview Avenue, Goleta, CA 93117 ("Assignor"), to Mark Thatcher, a United States citizen residing at 1245 Cochran Avenue, Flagstaff, AZ 86001 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks, trademark applications and registrations therefor listed on attached Schedule A (the Trademarks) and the goodwill of the business symbolized by said trademarks; and

WHEREAS, Assignee is the successor in the business of Assignor as pertains to the Trademarks and Assignor is Assignee's exclusive licensee thereunder pursuant to a Teva License Agreement dated June 7, 1999.

WHEREAS, this second assignment from Assignor and Assignee is being filed to remedy a technical error included in the first executed assignment, dated August 27, 1999 and submitted to the U.S. Patent and Trademark Office on August 30, 1999. The first assignment was filed as being effective *nunc pro tunc* from June 7, 1999, when Assignor incurred the obligation to assign the subject trademark to Assignee pursuant to a License Agreement entered into by the parties on that date. However, Assignor had previously given a security interest to Congress Financial Corporation in the subject trademarks, that had not been released as of June 7, 1999, but was released as of August 19, 1999. Therefore, this second assignment is being executed and recorded to correctly reflect the Assignor's ability to convey the unencumbered trademarks to the Assignee as of the effective date of this assignment.

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN that, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, his successors and assigns, the entire right, title and interest in and to the Trademarks including and the right to make applications for registration in any and all countries thereon, to claim any and all priority rights, and to any and all registrations of the United States and of foreign countries and any renewals which may be granted thereon, including the goodwill of the business symbolized by the Trademarks; and, to collect and sue for past damages.

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Assignor and its successors agree to sign and execute, or to make reasonable efforts (e.g., payment of consulting fees) to have signed and executed by any necessary party, without further compensation, any and all necessary and lawful documents, including: oaths/declarations; assignments; applications for foreign trademarks; Statements of Use; Affidavits of Use; and Renewal Applications, as the Assignee, its legal representatives, or its successors and assigns may from time to time require. All such documents will be prepared at Assignee's expense.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all registrations which may be granted upon the aforesaid applications to the Assignee, as the assignee of the entire interest therein.

IN WITNESS WHEREOF, Deckers Outdoor Corporation by its duly authorized Officer has caused this Assignment to be executed effective *nunc pro tunc* from August 20, 1999.

Deckers Outdoor Corporation

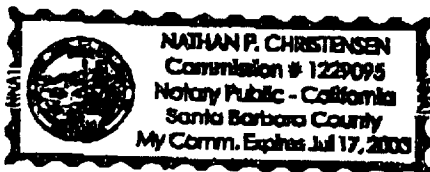
Date: 12/13/99

By:

Douglas B. Otto
Douglas B. Otto, President

State of California)
)ss.
County of Santa Barbara)

On this 13th day of December 1999, before me, Nathan P. Christensen, a Notary Public in and for said State, personally appeared Douglas B. Otto, and personally proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he signed, sealed and delivered such instrument as his free and voluntary act and deed for the uses and purposes therein set forth.



Nathan P. Christensen
Notary Public

RECORDED: 12/20/1999

RECORDED: 07/07/2003

TRADEMARK
REEL: 002013 FRAME: 0618

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