

12-23-2005

U.S. DEPARTMENT OF COMMERCE
Patents and Trademark Office

RECOF
TR



To the Director of the U. S. Patent and Trademark Office

103144194

or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Altama Delta Corporation

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

Citizenship (see guidelines) Georgia

Execution Date(s) June 29, 2005

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Manufacturers and Traders Trust Company

Internal

Address: 255 East Avenue

Street Address:

City: Rochester

State: NY

Country: Zip: 14604

- ☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship New York
☐ Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Neal L. Slifkin

Internal Address: Harris Beach PLLC

Street Address: 99 Garnsey Road

City: Pittsford

State: NY Zip: 14534

Phone Number: (585) 419-8636

Fax Number: (585) 419-8813

Email Address:

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number 08-0865
Authorized User Name

9. Signature:

Signature

Neal L. Slifkin

Name of Person Signing

12/23/2005 LHM/ELK 88888883 163047

01 FC:8521 Date

02 FC:4522

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

21

48.00 OP
158.00 OP

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



12-14-2005

U.S. Patent & TMO/TM Mail Rcpt Dt. #72

TRADEMARK
REEL: 003278 FRAME: 0020

TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of June 29, 2005, between ALTAMA DELTA CORPORATION, a Georgia corporation with an address of 3399 Peachtree Road NE, Suite 820, Atlanta, Georgia 30326 (the "*Debtor*"), and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation having an address of 255 East Avenue, Rochester, New York 14604, as Agent for the benefit of the Lenders described in the Credit Agreement described below (the "*Secured Party*").

WHEREAS, Phoenix Footwear Group, Inc. ("*Phoenix*") has entered into a Credit Facility Agreement dated as of June 29, 2005 (as amended, restated, or replaced and in effect from time to time, the "*Credit Agreement*"), with the Secured Party, pursuant to which the Secured Party, subject to the terms and conditions contained therein, is to make credit facilities available to the Debtor; and

WHEREAS, the Debtor has guaranteed the Obligations of Phoenix as defined in the Credit Agreement, and will receive direct benefits from the credit facilities including access to the credit facilities thereunder, and

WHEREAS, it is a condition precedent to the Secured Party's making such credit facilities available under the Credit Agreement that the Debtor execute and deliver to the Secured Party a security agreement in substantially the form hereof; and

WHEREAS, the Debtor wishes to grant a security interest in favor of the Secured Party as herein provided; and

WHEREAS, this Agreement continues the security interests granted under, and restates and replaces in whole any and all security agreements previously made by Debtor in favor of Manufacturers and Traders Trust Company;

NOW THEREFORE, Debtor and Secured Party hereby agree as follows:

1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement and UCC. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement, and if not defined therein but defined in the UCC, shall have the meanings assigned to them in the UCC.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"*Collateral*" has the meaning set forth in Section 2.

"*Credit Agreement*" has the meaning set forth above.

"*PTO*" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(c) Construction. In this Agreement. The following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "*Collateral*"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Credit Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

6. Authorization to Supplement. 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 with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

9. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Credit Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

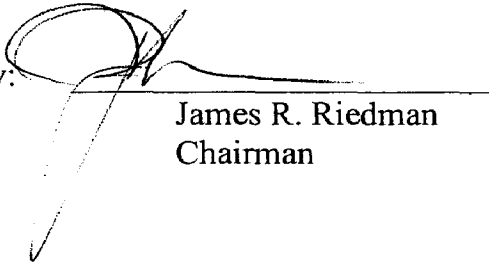
13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

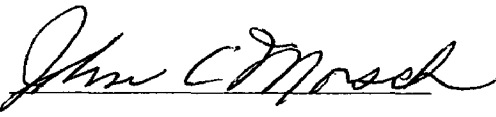
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

ALTAMA DELTA CORPORATION

By: 
James R. Riedman
Chairman

MANUFACTURERS AND TRADERS TRUST COMPANY,
as Agent for the benefit of the Lenders described in the Credit Agreement

By: 
Title: Vice President

SCHEDULE A
To the Trademark Security Agreement
Made by ALTAMA DELTA CORPORATION ("Debtor")

U.S. Trademarks of Debtor

Registration No.	Registration Date	Registered Owner	Mark
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See Attached

Pending U.S. Trademark Applications of Debtor

Application No.	Filing Date	Applicant	Mark
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See Attached

Foreign Trademarks of Debtor

Jurisdiction	Registration No.	Registration Date	Registered Owner	Mark
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See Attached

Pending Foreign Trademark Applications of Debtor

Jurisdiction	Application No.	Filing Date	Applicant	Mark
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See Attached

Altama Delta Corporation

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208136	01022-8020AR	Registered	ALTAMA	2110162	22-Oct-97	1711287	21-Dec-98	21-Dec-08

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208137	01022-8020AT	Registered	ALTAMA	6956/63	16-Dec-93	151849	25-Mar-94	12-May-10

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208138		Registered	ALTAMA	835043	12-May-00	835043	21-Feb-01	25-Mar-14

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208139	01022-8020BL	Registered	ALTAMA	78472	17-Dec-93	546473	3-Nov-94	17-Dec-13

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208141	01022-8020BO	Published	ALTAMA	18386	25-Aug-00		27-Oct-00	24-Oct-04
208141-1	01022-8020BO	Registered	ALTAMA.COMBO					

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208142	01022-8020BR	Published	ALTAMA	82038242	14-Nov-97			

SCHEDULE 6.14 (D)
Altama Delta Corporation

Case									
Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date	
208143	01022-8020CA	Registered	ALTAMA	1088594	26-Jul-00	568562	4-Oct-02	4-Oct-17	
208143-1	01022-8020CA	Registered	ALTAMA_CA				28-Nov-02	1-Dec-04	
Case									
Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date	
208146	01022-8020CN	Registered	ALTAMA	114040	31-Jul-00	1633446	14-Sep-01	13-Sep-11	
208146-1		Registered	ALTAMA.COM.CN			10240050057	24-Oct-00	4-Oct-04	
Case									
Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date	
208147	01022-8020CO	Registered	ALTAMA	98-004283	28-Jan-98	210653	24-Jul-98	23-Jul-08	
Case									
Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date	
263776	01022-8020CR	Registered	ALTAMA	20020002509	8-Apr-02	135885	8-Nov-02	8-Nov-12	
263776-1	01022-8020CR	Pending	ALTAMA.COM.CR		9-Apr-02			9-Apr-04	
Case									
Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date	
208149	01022-8020DK	Registered	ALTAMA	811983	16-Dec-93	VF230/1995	13-Jan-95	13-Jan-05	
Case									
Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date	
208150	01022-8020DO	Registered	ALTAMA			94788	15-Jan-98	15-Jan-08	

Altama Delta Corporation

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208161	01022-8020EC	Registered	ALTAMA	68225	30-Apr-88	3903-98	4-Aug-88	4-Aug-08

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
203774	01022-8020SV	Published	ALTAMA	E-18355-2001	21-Sep-01			

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208164	01022-8020FI	Registered	ALTAMA	588-493	18-Dec-93	136068	20-Jan-96	20-Jan-05

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208155	01022-8020FJ	Pending	ALTAMA	3798	3-Jan-88		9/2/1998	3/2/2010
208155-1	01022-8020FJ	Pending	ALTANA.COM		12-Feb-03			22/05/03

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208156	01022-8020FR	Registered	ALTAMA	83474043	28-Jun-83	83474043	28-Jun-83	28-Jun-13

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208148	01022-80200E	Registered	ALTAMA	A8488725WZ	21-May-83	2083183	25-Apr-84	21-May-13

Altama Delta Corporation

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
263772	01022-8020GT	Registered	ALTAMA	2001-07042	26-Sep-01	120200	2-Oct-02	2-Oct-12
263772-1	01022-8020GT	Registered	ALTAMA.COM.GT				1-Mar-02	1-Apr-05

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
263773	01022-8020HN	Registered	ALTAMA	01-4427	17-Oct-01	84113	18-Apr-02	18-Apr-12

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208168	01022-8020HK	Registered	ALTAMA	18853	23-Aug-00	4485	23-Aug-00	23-Aug-07

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208169		Registered	ALTAMA	00018234	22-Aug-00	483944	17-Jul-01	22-Aug-10

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208182	01022-8020IT	Registered	ALTAMA	IM194C003756	2-Jun-04	898395	18-Dec-08	2-Jun-04

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208183	01022-8020JP	Registered	ALTAMA			3103147	28-Dec-06	28-Dec-06
208183-1	01022-8020JP	Registered	ALTAMA.CO.JP				28-Feb-02	2/29/2008
208183-2	01022-8020JP	Registered	ALTAMA.JP				28-Feb-02	2/29/2008
208183-3	01022-8020JP	not renewed	ALTAMA.JP (IN KATAKANA)				28-Feb-02	28-Feb-04

Altama Delta Corporation

Case Number	Client Ref #:	Status	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Renewal Date
208165	01022-8020LB	Registered	ALTAMA	148312	27-Jan-98	74822	27-Jan-98	27-Jan-13

Case Number	Client Ref #:	Status	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Renewal Date
208166	01022-8020MX	Registered	ALTAMA	439118	28-Jul-00	887580	27-Feb-01	28-Jul-10
208166-1		Registered	ALTAMA.COM.MX				29-Aug-00	29-Aug-04

Case Number	Client Ref #:	Status	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Renewal Date
208169	01022-8020NZ	Registered	ALTAMA	614488	15-May-00	814488	16-Nov-00	15-May-07

Case Number	Client Ref #:	Status	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Renewal Date
208167	01022-8020NI	Registered	ALTAMA	9800196	21-Jan-98	38361	17-Aug-98	17-Aug-08

Case Number	Client Ref #:	Status	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Renewal Date
208168	01022-8020NO	Registered	ALTAMA	836200	16-Dec-93	1174748	27-Jun-98	27-Jun-08

Case Number	Client Ref #:	Status	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Renewal Date
208170	01022-8020PA	Registered	ALTAMA	91488	19-Dec-97	81488	18-Dec-97	18-Dec-07

Altama Delta Corporation

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208049	01022-0020PY	Pending	ALTAMA	0119850	7-Aug-01			

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208171	01022-0020PE	Registered	ALTAMA	8980	24-Apr-98	28549	23-Aug-98	23-Aug-08

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208173	01022-0020PT	Registered	ALTAMA	297146	28-Dec-93	297146	7-Mar-95	7-Mar-05

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208174	01022-0020SA	Pending	ALTAMA		16/11/2003			
		Pending	altama.ss					

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208175	01022-0020SE	Registered	ALTAMA	94-3985	13-Apr-94	285538	31-Mar-95	31-Mar-05

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208144	01022-0020CH	Registered	ALTAMA	12716/1993	16-Dec-93	418427	18-Dec-93	18-Dec-03

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208178	01022-0020TW	Registered	ALTAMA	89047573	18-Aug-00	970063	1-Jan-02	31-Dec-11
208178-1	01022-0020TW	Pending	ALTAMA.COM.TW		30-Sep-00			4-Dec-04

Altama Delta Corporation

Case Number	Client Ref #	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208135	01022-802DAE	Pending	ALTAMA	57566	12-Sep-03			22/11/2004
		Registered	altama.se					

Altama Delta Corporation

Case Number	Client Ref #:	Status	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Renewal Date
208167	01022-8020GB	Registered	ALTAMA	1537327	1-Jun-93	1537327	14-Oct-94	1-Jun-10

Case Number	Client Ref #:	Status	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Renewal Date
208133	01022-8010	Registered	BATTLEWEAR	74288158	17-Jun-92	1898147	6-Jun-95	6-Jun-05
208134	01022-8020	Registered	ALTAMA	74388092	28-May-93	1897268	27-Aug-98	27-Aug-08
208182	01022-8021	Registered	ALTAMA	747802146	28-May-93	1897028	30-May-95	30-May-05
208183	01022-8030	Registered	ALTAMA (and footprint design)	74405215	18-Jun-93	1886613	21-Mar-95	21-Mar-05
208185	01022-8050	Abandoned	SLAMMER SLIPPER	75714358	28-May-99			
247434	01022-8060	Registered	CONBAT	78135612	26-Sep-00	2826182	24-Sep-02	24-Sep-12
284322	01022-8070	Pending	RIPPLE SOLE	78323429	9-Oct-01			

Case Number	Client Ref #:	Status	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Renewal Date
208179	01022-8020UY	Registered	ALTAMA	288870	25-Nov-97	288870	2-Jul-98	2-Jul-08

Case Number	Client Ref #:	Status	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Renewal Date
208180	01022-8030VE	Registered	ALTAMA	2000-004728	23-Mar-00	P-230077	18-Jan-01	18-Jan-11

Case Number	Client Ref #:	Status	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Renewal Date
208181	01022-8020VN	Registered	ALTAMA	N-454897	8-Dec-97	30513	30-Mar-98	8-Dec-07

Altama Delta Corporation

Case Number	Client Ref #	Country	Status	Trademark Name	Application No	Filing Date	Registration No	Reg. Date	Renewal Date
208136	01022-8020AR	Argentina	Registered	ALTAMA	2110182	22-Oct-97	1711297	21-Dec-98	21-Dec-08
208138		Australia	Registered	ALTAMA	835043	12-May-00	835043	21-Feb-01	12-May-10
208137	01022-8020AT	Austria	Registered	ALTAMA	595593	18-Dec-83	181849	25-Mar-84	25-Mar-04
208139	01022-8020BL	Belarus	Registered	ALTAMA	78472	17-Dec-83	848473	3-Nov-84	17-Dec-03
208141	01022-8020BO	Bolivia	Published	ALTAMA	18366	28-Aug-00			
208141-1	01022-8020BO	Bolivia	Registered	ALTAMA.COM.BO				27-Oct-00	24-Oct-03
208142	01022-8020BR	Brazil	Published	ALTAMA	820389242	14-Nov-87			
208143	01022-8020CA	Canada	Registered	ALTAMA	1088894	28-Jul-00	588562	4-Oct-02	4-Oct-17
208143-1	01022-8020CA	Canada	Registered	ALTAMA.CA				28-Nov-02	1-Dec-03
208146	01022-8020CN	China	Registered	ALTAMA	114040	31-Jul-00	1833446	14-Sep-01	13-Sep-11
208146-1		China	Registered	ALTAMA.COM.CN			10240080057	24-Oct-00	4-Oct-02
208147	01022-8020CO	Colombia	Registered	ALTAMA	98-004283	29-Jan-98	210863	24-Jul-98	23-Jul-08
283775	01022-8020CR	Costa Rica	Registered	ALTAMA	20020002509	8-Apr-02	138885	8-Nov-02	8-Nov-12
283775-1	01022-8020CR	Costa Rica	Pending	ALTAMA.COM.CR		8-Apr-02			8-Apr-04
208148	01022-8020DK	Denmark	Registered	ALTAMA	8119693	18-Dec-83	VFR23071985	13-Jan-85	13-Jan-05
208150	01022-8020DO	Dominican Rep.	Registered	ALTAMA			94769	15-Jan-98	15-Jan-08
208151	01022-8020EC	Ecuador	Registered	ALTAMA	68225	30-Apr-88	3803-04	4-Aug-88	4-Aug-08
283774	01022-8020SV	El Salvador	Published	ALTAMA	E-18365-2001	21-Sep-01			

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208154	01022-8020FI	Finland	Registered	ALTAMA	5684/93	16-Dec-93	136058	20-Jan-95	20-Jan-05
208155	01022-8020FJ	Fiji	Pending	ALTAMA	37/98	3-Jan-98			
208155-1	01022-8020FJ	Fiji	Pending	ALTAMA.COM		12-Feb-03			
208156	01022-8020FR	France	Registered	ALTAMA	93474043	28-Jun-93	83474043	28-Jun-93	28-Jun-03
208148		Germany	Registered	ALTAMA	A54687250Z	21-May-93	2083183	25-Apr-94	21-May-03
283772	01022-8020GT	Guatemala	Registered	ALTAMA	2001-07042	26-Sep-01	120300	2-Oct-02	2-Oct-12
283772-1	01022-8020GT	Guatemala	Registered	ALTAMA.COM.GT				1-Mar-02	1-Apr-04
283773	01022-8020HN	Honduras	Registered	ALTAMA	01-4427	17-Oct-01	84113	18-Apr-02	18-Apr-12
208158	01022-8020HK	Hong Kong	Registered	ALTAMA	18863	23-Aug-00	4455	23-Aug-00	23-Aug-07
208159		Indonesia	Registered	ALTAMA	D0018234	22-Aug-00	483844	17-Jul-01	22-Aug-10
208162	01022-8020IT	Italy	Registered	ALTAMA	M184C003785	2-Jun-94	896386	16-Dec-96	2-Jun-04
208163	01022-8020JP	Japan	Registered	ALTAMA			3103147	28-Dec-95	28-Dec-05
208163-1	01022-8020JP	Japan	Registered	ALTAMA.CO.JP				28-Feb-04	28-Feb-04
208163-2	01022-8020JP	Japan	Registered	ALTAMA.JP				28-Feb-04	28-Feb-04
208163-3	01022-8020JP	Japan	Registered	ALTAMA.JP (IN KATAKANA)				28-Feb-04	28-Feb-04
208165	01022-8020LB	Lebanon	Registered	ALTAMA	148312	27-Jan-98	74822	27-Jan-98	27-Jan-13
208166	01022-8020MX	Mexico	Registered	ALTAMA	439118	28-Jul-00	687580	27-Feb-01	28-Jul-10
208166-1		Mexico	Registered	ALTAMA.COM.MX				28-Aug-00	28-Aug-02
208169	01022-8020NZ	New Zealand	Registered	ALTAMA	614489	15-May-00	614489	16-Nov-00	16-May-07
208167	01022-8020NI	Nicaragua	Registered	ALTAMA	9800185	21-Jan-98	38351	17-Aug-98	17-Aug-08
208168	01022-8020NO	Norway	Registered	ALTAMA	838200	16-Dec-93	1174746	27-Jun-96	27-Jun-06
208170	01022-8020PA	Panama	Registered	ALTAMA	91498	19-Dec-97	91498	19-Dec-97	19-Dec-07

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20049	01022-0020PY	Paraguay	Pending	ALTAMA	01/19880	7-Aug-01			
200171	01022-0020PE	Peru	Registered	ALTAMA	8880	24-Apr-98	28849	23-Aug-98	23-Aug-08
200173	01022-0020PT	Portugal	Registered	ALTAMA	297148	28-Dec-93	297148	7-Mar-95	7-Mar-05
200176	01022-0020SE	Sweden	Registered	ALTAMA	84-3885	13-Apr-94	285536	31-Mar-95	31-Mar-05
200144	01022-0020CH	Switzerland	Registered	ALTAMA	127181983	16-Dec-83	418427	16-Dec-83	16-Dec-03
200178	01022-0020TW	Taiwan	Registered	ALTAMA	88047873	16-Aug-00	879663	1-Jan-02	31-Dec-11
200178-1	01022-0020TW	Taiwan	Pending	ALTAMA.COM.TW		30-Sep-00			4-Dec-04
200187	01022-0020GB	United Kingdom	Registered	ALTAMA	1837327	1-Jun-93	1837327	14-Oct-94	1-Jun-10
200133	01022-0010	United States	Registered	BATTLEWEAR	74200188	17-Jun-92	1888147	6-Jun-95	6-Jun-05
200134	01022-0020	United States	Registered	ALTAMA	74200092	28-May-93	1967268	27-Aug-98	27-Aug-08
200182	01022-0021	United States	Registered	ALTAMA	74802145	28-May-93	1967028	30-May-98	30-May-08
200183	01022-0030	United States	Registered	ALTAMA (and looking design)	74408215	18-Jun-93	1866813	21-Mar-98	21-Mar-08
200185	01022-0060	United States	Abandoned	SLAMMER SLIPPER	78714358	28-May-98			
207434	01022-0080	United States	Registered	CONBAT	78135812	28-Sep-00	2826182	24-Sep-02	24-Sep-12
204322	01022-0070	United States	Pending	RIPPLE SOLE	78323429	9-Oct-01			
200178	01022-0020UY	Uruguay	Registered	ALTAMA	289870	28-Nov-97	289870	2-Jul-98	2-Jul-08
200180	01022-0020VE	Venezuela	Registered	ALTAMA	2000-004728	23-Mar-00	P-230077	19-Jan-01	19-Jan-11
200181	01022-0020VN	Vietnam	Registered	ALTAMA	N-4648/87	8-Dec-87	30513	30-Mar-99	8-Dec-07

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Date of Deposit: December 13, 2005

I hereby certify that this correspondence is being deposited with the United States Postal Service "Express Mail Post Office To Addressee" service with sufficient postage on the date indicated above and is addressed to: Mail Stop: Assignment Recordation Services, Commissioner for Trademarks, P.O. Box 1451, Alexandria, Virginia 22313-1451.

Name of Person Signing Certificate: Marilyn Tillman

Signature: Marilyn Tillman

Date of Signing: December 13, 2005

SCHEDULE A

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>
BATTLEWEAR	1898147	06/06/1995		
ALTAMA	1997268	08/27/1996		
ALTAMA	1897028	05/30/1995		
ALTAMA (AND FOOTPRINT DESIGN)	1885613	03/21/1995	75/714,358	05/26/1999
SLAMMER SLIPPER				
CONBAT	2626182	09/24/2002	76/323,429	10/09/2001
RIPPLE SOLE				