

02-05-2009



103546769

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Original Footwear Company

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

Citizenship (see guidelines) California, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 12, 2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Mackness 1997 Revocable Trust

Internal _____

Address: _____

Street Address: 4213 Technology Drive

City: Modesto

State: CA

Country: USA

Zip: 95356

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Trust _____ Citizenship California, USA

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)

B. Trademark Registration No.(s)

2553251; 3537465; 2805636; 3109739

Additional sheet(s) attached? Yes No

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

Original S.W.A.T. (footwear); Original S.W.A.T. (carryall bags, shirts, socks, and hats); Original Duty; Sierra Sneakers

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

Name: Matthew Pacher

Internal Address: _____

Street Address: Damrell, Nelson, Schrimp, Pallios,
Pacher & Silva 1601 I Street, 5th Floor

City: Modesto

State: CA Zip: 95354

Phone Number: (209) 526-3500

Fax Number: (209) 526-3534

Email Address: MPacher@damrell.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/04/2009 NJAMA1 00000044 2553251

Deposit Account Number _____

40.00 OP

Authorized User Name _____

75.00 OP

9. Signature:

Matthew Pacher

Signature

February 2, 2009
Date

Matthew Pacher

Name of Person Signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated as of January 12, 2009, is entered into by and between THE ORIGINAL FOOTWEAR COMPANY, a California corporation (“Grantor”), and THE MACKNESS 1997 REVOCABLE TRUST (“Lender”).

RECITALS

A. Pursuant to the certain Agreement and Plan of Merger between The Original Footwear Company and Outdoor Gear, Inc., dated January 12, 2009, Lender has agreed, among other things, to accept that certain Promissory Note in the principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) as partial payment in connection with the merger contemplated thereby (the “Promissory Note”).

B. Lender is willing to accept the Promissory Note from Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, this Intellectual Property Security Agreement.

AGREEMENT

1. Definitions. All capitalized terms used by not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Trademarks and all Trademark Applications to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of its rights to the Domain Name referred to in Part B to Schedule I hereto;

(c) all of its Copyrights to which it is a party, including those referred to in Part C to Schedule I hereto; and

(d) all proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, or warranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made

or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties (A) for past, present or future infringement or dilution of any Copyright, Trademark or Trademark Application, or the Domain Name, or (B) for injury to the goodwill associated with any Trademark, or Copyright, or the Domain Name, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the Intellectual Property Collateral, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.


3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provision of which are incorporated by reference herein as if fully set for the herein.

4. Trademark License Agreement. Notwithstanding any other representation contained herein, Grantor has disclosed to Lender and Lender has approved those certain Nonexclusive Revocable License to Use Indicia for Limited Purposes between Grantor and John Star Pty and for the territory of Australia, Nonexclusive Revocable License to Use Indicia for Limited Purposes between the Company and Martinez Albainox for the territory of Spain, Nonexclusive Revocable License to Use Indicia for Limited Purposes between the Company and Mi-Thita Group S.A. for the Territory of Greece, Nonexclusive Revocable License to Use Indicia for Limited Purposes between the Company and the Original Shoe Company Ltd. (Canada), and License Agreement between the Company and SW Original Footwear Company Private Limited for the territories of India, Nepal, and Bangledesh.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

“Grantor”

THE ORIGINAL FOOTWEAR COMPANY

By: 
Name: Kevin Cole
Title: Chairman of the Board

“Lender”

THE MACKNESS 1997 REVOCABLE TRUST



A handwritten signature in black ink, appearing to read 'Terry Mackness', written over a horizontal line.

Terry Mackness
Trustee



A handwritten signature in black ink, appearing to read 'Judith Mackness', written over a horizontal line.

Judith Mackness,
Trustee

SCHEDULE 1
(Part A)

TRADEMARKS

Trademarks Owned By Grantor Prior To And On The Closing Date

Original S.W.A.T (Footwear)	USPTO Registration No. 2553251
Original S.W.A.T (carryall bags, shirts, socks, and hats)	USPTO Registration Nos. 2553251 and 2805636
Original Duty (Footwear)	USPTO Registration No. 2805636
Sierra Sneakers (hiking boots)	USPTO Registration No. 3109739
Original S.W.A.T. (Non-boot goods)	USPTO Registration No. 3537465
Original S.W.A.,T. [and Design (Footwear) (Australia)]	Australia Trademark No. 922812
Original S.W.A.T. Footwear (United Kingdom/EU)	United Kingdom: Trademark Application No. 6789499
Original S.W.A.T. (Brazil)	Brazil: Trademark Application No. 828527970
Original S.W.A.T. (Indonesia)	Indonesia: Trademark Application No. DOO 2006 021312
Original S.W.A.T. (Japan)	Registration No. 4820994
Original S.W.A.T. (Canada)	Registration No. TMA 657,164
Original S.W.A.T. (India)	Trademark Application No. 1552027
Original S.W.A.T. (Malaysia)	Trademark Application No. 06010748

SCHEDULE I
(Part B)

DOMAIN NAME

OriginalSWAT.com
originalduty.com
originalfootwear.com
originaltrac.com
oswat.com
originalswat.com.tw
originalswat.tw
originalswat.mobi
originalswat.org.
originalswat.net
originalswat.info
originalswat.cc
originalswatonline.com

SCHEDULE I
(Part C)

COPYRIGHTS

None.

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Stanislaus)

On Jan. 12, 2009 before me, Linda Caldera,
a Notary Public in and for said County and State, personally appeared, Kevin Cole
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Linda Caldera

(Seal)

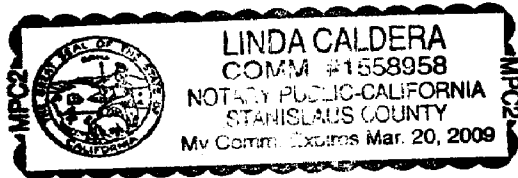
ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Stanislaus)

On Jan. 12, 2009 before me, Linda Caldera,
a Notary Public in and for said County and State, personally appeared, Terry Mackness and Judith Mackness
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Linda Caldera

(Seal)