

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|-----------------------|
| Crocs, Inc. | | 09/25/2009 | CORPORATION: DELAWARE |
| Crocs Retail, Inc. | | 09/25/2009 | CORPORATION: COLORADO |
| Crocs Online, Inc. | | 09/25/2009 | CORPORATION: COLORADO |
| Jibbitz, LLC | | 09/25/2009 | CORPORATION: COLORADO |
| Bite, Inc. | | 09/25/2009 | CORPORATION: COLORADO |
| Ocean Minded, Inc. | | 09/25/2009 | CORPORATION: COLORADO |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | PNC Bank, National Association, as Agent |
| Street Address: | 500 First Avenue |
| Internal Address: | Commercial Loan Service Center/DCC |
| City: | Pittsburgh |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15219 |
| Entity Type: | National Association: PENNSYLVANIA |

PROPERTY NUMBERS Total: 60

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 2177149 | BITE |
| Registration Number: | 2219662 | XGOLF |
| Registration Number: | 2282012 | OCEAN MINDED |
| Registration Number: | 3432163 | JIBBITZ |
| Registration Number: | 3437089 | JIBBITZ |
| Registration Number: | 3437090 | JIBBITZ |
| Registration Number: | 3386093 | |
| Registration Number: | 3441707 | CROCS LOCK |
| Registration Number: | 3412441 | SOLESUNITED |

CH \$1515.00 2177149

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**TRADEMARK
 REEL: 004101 FRAME: 0691**

| | | |
|----------------------|----------|------------------------------------|
| Registration Number: | 3412442 | SOLESUNITED |
| Registration Number: | 3446249 | CROC-A-DOODLES |
| Registration Number: | 3517444 | |
| Registration Number: | 3517533 | SLIP 'EM ON AND GO. |
| Registration Number: | 3517590 | GOLACES |
| Registration Number: | 3569612 | WEAR A PAIR, SHARE A PAIR |
| Registration Number: | 3432489 | YOU BY CROCS |
| Registration Number: | 3432490 | YOU BY CROCS |
| Registration Number: | 2861217 | BITE GOLF |
| Registration Number: | 2833296 | ORTHOSPORT |
| Registration Number: | 3104592 | ORTHOSPORT |
| Registration Number: | 2902279 | BITE |
| Registration Number: | 2815852 | ORTHOLINER |
| Registration Number: | 3349385 | OM |
| Registration Number: | 3185796 | BEACH |
| Registration Number: | 3277124 | OCEAN CUSTODIAN |
| Registration Number: | 3277165 | CROSLITE |
| Registration Number: | 3243038 | CROCSBUTTER |
| Registration Number: | 3270092 | CROSLITE |
| Registration Number: | 3277626 | |
| Registration Number: | 3584718 | |
| Registration Number: | 3183379 | JIBBITZ |
| Registration Number: | 3183380 | JIBBITZ |
| Registration Number: | 3180450 | JIBBITZ |
| Registration Number: | 3295576 | CROSLITE AG+ |
| Registration Number: | 3357731 | SO, THAT'S WHAT THE HOLES ARE FOR! |
| Serial Number: | 76520746 | CROCS |
| Serial Number: | 77086369 | JIBBITZ |
| Serial Number: | 77117003 | LIVE. PROTECT. RESPECT. |
| Serial Number: | 77144169 | |
| Serial Number: | 77146388 | CROSLITE RT |
| Serial Number: | 77146410 | RT |
| Serial Number: | 77194906 | THE CROCS FOUNDATION |
| Serial Number: | 77194907 | CROCS CARES |
| Serial Number: | 77194910 | CROCS FOR A CAUSE |

| | | |
|----------------|----------|--------------|
| Serial Number: | 77194912 | CROCS |
| Serial Number: | 77221870 | JIBBITZ |
| Serial Number: | 77221873 | JIBBITZ |
| Serial Number: | 77335228 | |
| Serial Number: | 77635449 | PREPAIR |
| Serial Number: | 77636065 | OCEAN MINDED |
| Serial Number: | 77636092 | OCEAN MINDED |
| Serial Number: | 78465359 | CROCSSTYLE |
| Serial Number: | 78588872 | CROCSKIN |
| Serial Number: | 78636674 | |
| Serial Number: | 78642974 | CROCS ORTHO |
| Serial Number: | 78645937 | CROCS |
| Serial Number: | 78727760 | CROCSRX |
| Serial Number: | 78765325 | CROCSRX |
| Serial Number: | 78765382 | |
| Serial Number: | 78857086 | CROCS |

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 195258 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 11/24/2009 |

Total Attachments: 19
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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 25th day of September, 2009 by CROCS, INC., a Delaware corporation, CROCS RETAIL, INC., a Colorado corporation, CROCS ONLINE, INC., a Colorado corporation, OCEAN MINDED, INC., a Colorado corporation, JIBBITZ, LLC, a Colorado corporation and BITE, INC., a Colorado corporation (collectively, the "Grantors" and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantors, as borrowers (also referred to collectively as the "Borrowers" and each a "Borrower"), have entered into that certain Revolving Credit and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark registration, trademark application, patent registration and patent application listed on Schedule 1 annexed hereto (such trademark registration and trademark applications, the "Trademarks" and such patent registrations and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

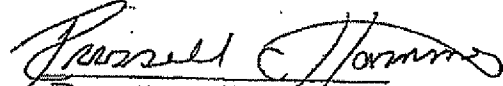
3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademark registrations, trademark applications, patent registrations and patent applications owned or registered to such Grantor as of the date of this Agreement.

4. Termination of Security Interest. The security interest described herein shall continue in effect to secure all Obligations from time to time incurred or arising unless and until all Obligations have been indefeasibly paid and satisfied in full and the Loan Agreement has been terminated.

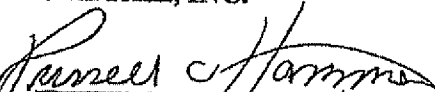
[signatures to appear on following page]

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

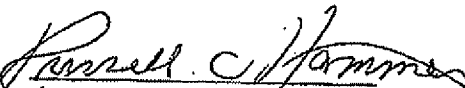
CROCS, INC.

By: 
Name: Russell C. Hammer
Title: Chief Financial Officer

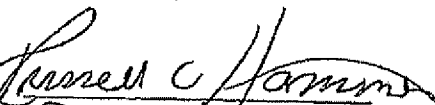
CROCS RETAIL, INC.

By: 
Name: Russell C. Hammer
Title: Chief Financial Officer


CROCS ONLINE, INC.

By: 
Name: Russell C. Hammer
Title: Chief Financial Officer

OCEAN MINDED, INC.

By: 
Name: Russell C. Hammer
Title: Chief Financial Officer

JIBBITZ, LLC

By: 
Name: Ken Chaplin
Title: Manager

(SIGNATURE PAGE TO IP SECURITY AGREEMENT)

BITE, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: **Steve Roberts**
Title: **Vice President**

BITE, INC.

By: *Russell C. Hammer*
Name: Russell C. Hammer
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

SCHEDULE 1

TRADEMARK REGISTRATIONS

| TRADEMARK | APPL NO | APPL DATE | RIC NO | REG DATE | STATUS |
|----------------------------|------------|------------|-----------|-----------|------------|
| BITE | 75/028,825 | 11/20/1995 | 2,177,149 | 7/28/1998 | Registered |
| XGOLF | 75/291,152 | 5/13/1997 | 2,219,662 | 1/19/1999 | Registered |
| OCEAN MINDED | 75/322,835 | 7/11/1997 | 2,282,012 | 9/28/1999 | Registered |
| CROCS | 76/520,746 | 5/27/2003 | | | Filed |
| JIBBITZ | 77/086,355 | 1/19/2007 | 3,432,163 | 5/20/2008 | Registered |
| JIBBITZ | 77/086,366 | 1/19/2007 | 3,437,089 | 5/27/2008 | Registered |
| JIBBITZ | 77/086,369 | 1/19/2007 | | | Filed |
| JIBBITZ | 77/086,370 | 1/19/2007 | 3,437,090 | 5/27/2008 | Registered |
| Tail Logo | 77/095,095 | 1/30/2007 | 3,386,093 | 2/19/2008 | Registered |
| CROCS LOCK | 77/105,599 | 2/12/2007 | 3,441,707 | 6/3/2008 | Registered |
| LIVE. PROTECT. RESPECT. | 77/117,003 | 2/27/2007 | | | Filed |
| SOLESUNITED | 77/144,161 | 3/29/2007 | 3,412,441 | 4/15/2008 | Registered |
| SOLESUNITED and Design | 77/144,163 | 3/29/2007 | 3,412,442 | 4/15/2008 | Registered |
| Scales Design | 77/144,169 | 3/29/2007 | | | Filed |
| CROSLITE RT | 77/146,388 | 4/2/2007 | | | Filed |
| RT Molecule Logo | 77/146,410 | 4/2/2007 | | | Filed |
| THE CROCS FOUNDATION | 77/194,906 | 5/31/2007 | | | Filed |
| CROCS CARES | 77/194,907 | 5/31/2007 | | | Filed |
| CROCS FOR A CAUSE | 77/194,910 | 5/31/2007 | | | Filed |
| CROCS | 77/194,912 | 5/31/2007 | | | Filed |

SCHEDULE - 1

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|----------------------------------|------------|------------|-----------|------------|------------|
| CROC-A-DOODLES | 77/197,229 | 6/4/2007 | 3,446,249 | 6/10/2008 | Registered |
| GoLaces Logo | 77/204,594 | 6/13/2007 | 3,517,444 | 10/14/2008 | Registered |
| JIBBITZ | 77/221,870 | 7/3/2007 | | | Filed |
| JIBBITZ & Design (Black & White) | 77/221,873 | 7/3/2007 | | | Filed |
| SLIP 'EM ON AND GO. | 77/221,992 | 7/3/2007 | 3,517,533 | 10/14/2008 | Registered |
| GOLACES | 77/231,530 | 7/17/2007 | 3,517,590 | 10/14/2008 | Registered |
| CROCS Logo | 77/335,228 | 11/21/2007 | | | Filed |
| WEAR A PAIR, SHARE A PAIR | 77/501,809 | 6/18/2008 | 3,569,612 | 2/3/2009 | Registered |
| PREPAIR | 77/635,449 | 12/17/2008 | | | Filed |
| OCEAN MINDED | 77/636,065 | 12/18/2008 | | | Filed |
| OCEAN MINDED | 77/636,092 | 12/18/2008 | | | Filed |
| YOU BY CROCS | 77/975,296 | 2/21/2007 | 3,432,489 | 5/20/2008 | Registered |
| YOU BY CROCS Stylized | 77/975,297 | 4/11/2007 | 3,432,490 | 5/20/2008 | Registered |
| BITE GOLF | 78/078,536 | 8/9/2001 | 2,861,217 | 7/6/2004 | Registered |
| ORTHOSPORT | 78/174,717 | 10/15/2002 | 2,833,296 | 4/13/2004 | Registered |
| ORTHOSPORT | 78/174,718 | 10/15/2002 | 3,104,592 | 6/13/2006 | Registered |
| BITE | 78/174,782 | 10/15/2002 | 2,902,279 | 11/9/2004 | Registered |
| ORTHOLINER | 78/187,412 | 11/21/2002 | 2,815,852 | 2/17/2004 | Registered |
| CROCSSTYLE | 78/465,359 | 8/10/2004 | | | Filed |
| Ocean Minded Circle Logo | 78/499,717 | 10/14/2004 | 3,349,385 | 12/4/2007 | Registered |
| CROCSKIN | 78/588,872 | 3/16/2005 | | | Filed |
| BEACH | 78/636,356 | 5/24/2005 | 3,185,796 | 12/19/2006 | Registered |

SCHEDULE - 1

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|--|------------|------------|-----------|------------|---|------------|
| CROCS Logo | 78/636,674 | 5/25/2005 | | | | Filed |
| CROCS ORTHO | 78/642,974 | 6/3/2005 | | | | Filed |
| CROCS | 78/645,937 | 6/8/2005 | | | | Filed |
| OCEAN CUSTODIAN | 78/688,672 | 8/9/2005 | 3,277,124 | 8/7/2007 | | Registered |
| CROSLITE | 78/693,873 | 8/16/2005 | 3,277,165 | 8/7/2007 | | Registered |
| CROCSBUTTER | 78/693,878 | 8/16/2005 | 3,243,038 | 5/15/2007 | | Registered |
| CROCSRX | 78/727,760 | 10/6/2005 | | | | Filed |
| CROCSRX | 78/765,325 | 12/2/2005 | | | | Filed |
| CROSLITE and Molecule Logo | 78/765,338 | 12/2/2005 | 3,270,092 | 7/24/2007 | | Registered |
| CrosLite Logo | 78/765,359 | 12/2/2005 | 3,277,626 | 8/7/2007 | | Registered |
| CROCSRX Logo | 78/765,373 | 12/2/2005 | 3,584,718 | 3/3/2009 | | Registered |
| CrocsRX Logo | 78/765,382 | 12/2/2005 | | | | Filed |
| JIBBITZ & Design | 78/771,251 | 12/12/2005 | 3,183,379 | 12/12/2006 | 6 | Registered |
| JIBBITZ & Design (Color) | 78/771,254 | 12/12/2005 | 3,183,380 | 12/12/2006 | 6 | Registered |
| JIBBITZ | 78/771,256 | 12/12/2005 | 3,180,450 | 12/5/2006 | | Registered |
| CROSLITE AG+ | 78/857,082 | 4/7/2006 | 3,295,576 | 9/18/2007 | | Registered |
| CROCS | 78/857,086 | 4/7/2006 | | | | Filed |
| SO, THAT'S WHAT THE HOLES ARE FOR! | 78/858,716 | 4/11/2006 | 3,357,731 | 12/18/2006 | 7 | Registered |

SCHEDULE - 1

074658.01293/21815344v.3

PATENTS

| | | | | | | |
|--|---------------|-----------|------------|------------|-----------|------------|
| CLEAT ASSEMBLY FOR SHOES | United States | Issued | 08/768,846 | 12/18/1996 | 5,848,482 | 12/15/1998 |
| ALL PURPOSE NUBBED CLEAT FOR SHOES AND OTHER NON-SLIP APPLICATIONS | United States | Issued | 08/882,516 | 6/25/1998 | 5,860,228 | 1/19/1999 |
| SANDAL WITH X-CROSS WEAVE STRAPS | United States | Issued | 09/136,494 | 8/19/1998 | 6,052,920 | 4/25/2000 |
| SANDAL WITH RESILIENT CLAW SHAPED CLEATS | United States | Issued | 09/576,747 | 5/23/2000 | 6,295,742 | 10/2/2001 |
| SANDAL WITH TOE GUARD | United States | Issued | 09/657,729 | 9/8/2000 | 6,493,965 | 12/17/2002 |
| RUNNING SANDAL | United States | Issued | 10/644,126 | 8/20/2003 | 7,121,020 | 10/17/2006 |
| SANDAL SYSTEM FOR ATHLETIC ACTIVITES | United States | Issued | 10/652,410 | 8/29/2003 | 7,055,265 | 6/6/2006 |
| *(SMALL) OPEN SHOE, SUCH AS A SLIPPER, SANDAL AND THE LIKE | United States | Issued | 11/124,048 | 5/9/2005 | 7,367,142 | 5/6/2008 |
| MANUFACTURING AND MARKETING METHOD FOR ACCESSORIZING SHOES | United States | Published | 11/408,130 | 4/20/2006 | | |
| RUNNING SANDAL | United States | Issued | 11/438,908 | 5/22/2006 | 7,320,188 | 1/22/2008 |
| ELASTOMERIC FASTENER | United States | Pending | 11/530,005 | 9/7/2006 | | |

| | | | | | | |
|---|---------------|-----------|------------|------------|----------|------------|
| SANDALS WITH ADJUSTABLE CENTER POST ASSEMBLIES | United States | Published | 11/708,852 | 2/20/2007 | | |
| SYSTEM AND METHOD FOR SECURING ACCESSORIES TO WEARABLE ITEMS | United States | Published | 11/737,649 | 7/7/2006 | | |
| SYSTEMS AND METHODS FOR SHOE CONSTRUCTION | United States | Published | 12/037,814 | 2/26/2008 | | |
| MULTI-FUNCTIONAL CARRIER FOR CARRYING ITEMS (Crocs-a-Dial) | United States | Published | 12/185,059 | 8/1/2008 | | |
| SYSTEMS AND METHODS FOR DISPLAY OR COLLECTION OF DECORATIVE ACCESSORIES | United States | Published | 12/199,634 | 8/27/2008 | | |
| ALL TERRAIN SPIKE | United States | Issued | 29/040,047 | 1/16/1996 | D375,192 | 11/5/1996 |
| SANDAL UPPER | United States | Issued | 29/058,452 | 8/15/1996 | D387,893 | 12/23/1997 |
| SHOE SOLE | United States | Issued | 29/058,697 | 8/21/1996 | D390,347 | 2/10/1998 |
| SHOE SPIKE | United States | Issued | 29/070,581 | 5/12/1997 | D396,949 | 8/18/1998 |
| SANDAL UPPER | United States | Issued | 29/071,106 | 5/21/1997 | D392,453 | 3/24/1998 |
| HIGH TOP SANDAL UPPER | United States | Issued | 29/086,356 | 4/10/1998 | D405,949 | 2/23/1999 |
| TOE GUARD | United States | Issued | 29/131/324 | 10/17/2000 | D440,754 | 4/24/2001 |

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|-------------------------------------|---------------|--------|------------|------------|----------|-----------|
| VENTILATED TOE GUARD FOR SANDALS | United States | Issued | 29/162,734 | 6/18/2002 | D489,524 | 5/11/2004 |
| FOOTWEAR (Sandal) | United States | Issued | 29/206,288 | 5/28/2004 | D517,788 | 3/28/2006 |
| FOOTWEAR | United States | Issued | 29/206,427 | 5/28/2004 | D517,789 | 3/28/2006 |
| FOOTWEAR (No Holes) | United States | Issued | 29/206,450 | 5/28/2004 | D517,790 | 3/28/2006 |
| FOOTWEAR UPPER | United States | Issued | 29/226,792 | 3/31/2005 | D549,434 | 8/28/2007 |
| FOOTWEAR UPPER PORTION | United States | Issued | 29/226,793 | 3/31/2005 | D535088 | 1/16/2006 |
| FOOTWEAR UPPER | United States | Issued | 29/226,856 | 3/31/2005 | D550,441 | 9/11/2007 |
| FOOTWEAR UPPER | United States | Issued | 29/226,870 | 3/31/2005 | D525,419 | 7/25/2006 |
| FOOTWEAR UPPER | United States | Issued | 29/228,428 | 4/22/2005 | D543,681 | 6/5/2007 |
| FOOTWEAR SOLE | United States | Issued | 29/228,429 | 4/22/2005 | D588,346 | 3/17/2009 |
| FOOTWEAR (Chubb - No Holes) | United States | Issued | 29/241,478 | 10/26/2005 | D564,204 | 3/18/2008 |
| FOOTWEAR UPPER (CHUBB) | United States | Issued | 29/241,490 | 10/26/2005 | D564,205 | 3/18/2008 |
| FOOTWEAR UPPER | United States | Issued | 29/243,850 | 11/30/2005 | D543,341 | 5/29/2007 |
| FOOTWEAR (PROFESSIONAL) | United States | Issued | 29/244,661 | 12/8/2005 | D575,499 | 8/26/2008 |
| FOOTWEAR (Hydro) | United States | Issued | 29/245,453 | 12/19/2005 | D564,749 | 3/25/2008 |
| FOOTWEAR (CHUBB HYBRID) | United States | Issued | 29/246,178 | 3/9/2006 | D564,206 | 3/18/2008 |
| FOOTWEAR (Mary Jane) | United States | Issued | 29/246,201 | 3/20/2006 | D564,207 | 3/18/2008 |
| FOOTWEAR UPPER (ALL TERRAIN HYBRID) | United States | Issued | 29/251,316 | 1/6/2006 | D564,743 | 3/25/2008 |
| FOOTWEAR (SCUTES) | United States | Issued | 29/251,329 | 1/6/2006 | D563,082 | 3/4/2008 |
| FOOTWEAR (PRIMA) | United States | Issued | 29/251,383 | 1/6/2006 | D571,548 | 6/24/2008 |
| FOOTWEAR (OFF ROAD II) | United States | Issued | 29/251,384 | 1/6/2006 | D564,208 | 3/18/2008 |

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|--|---------------|---------|------------|------------|----------|------------|
| FOOTWEAR (Snowmass Sole) | United States | Issued | 29/252,517 | 1/23/2006 | D556,438 | 12/4/2007 |
| FOOTWEAR (Snowmass) | United States | Issued | 29/252,526 | 1/23/2006 | D557,006 | 12/11/2007 |
| FOOTWEAR | United States | Issued | 29/254,474 | 2/23/2006 | D547,540 | 7/31/2007 |
| SHOE ACCESSORY | United States | Issued | 29/258,148 | 4/17/2006 | D554,847 | 11/13/2007 |
| FOOTWEAR (Crocstyle Slide II - Cleo) | United States | Issued | 29/275,176 | 12/15/2006 | D576,387 | 9/9/2008 |
| FOOTWEAR (Crocstyle Flip II - Ithaca) | United States | Issued | 29/275,178 | 12/15/2006 | D578,279 | 10/14/2008 |
| FOOTWEAR (Hybrid Flip Men's II - Crete) | United States | Issued | 29/275,180 | 12/15/2006 | D576,388 | 9/9/2008 |
| FOOTWEAR (Hybrid Flip Women's II - Capri) | United States | Issued | 29/275,181 | 12/15/2006 | D576,389 | 9/9/2008 |
| FOOTWEAR (Wedge II - Sassari) | United States | Issued | 29/275,183 | 12/15/2006 | D575,943 | 9/2/2008 |
| FOOTWEAR (Women's Slide Hybrid II - Patra) | United States | Issued | 29/275,188 | 12/15/2006 | D575,942 | 9/2/2008 |
| FOOTWEAR (Men's Slide Hybrid II - Sobek) | United States | Issued | 29/275,189 | 12/15/2006 | D576,390 | 9/9/2008 |
| FOOTWEAR (Kid's Hydro II - Crocling) | United States | Issued | 29/275,191 | 12/15/2006 | D584,037 | 1/6/2009 |
| FOOTWEAR (Mammoth) | United States | Pending | 29/280,317 | 5/23/2007 | | |
| FOOTWEAR | United States | Issued | 29/280,523 | 5/30/2007 | D590,588 | 4/21/2009 |
| FOOTWEAR (Specialist) | United States | Pending | 29/280,627 | 6/3/2007 | | |
| FOOTWEAR (Cyprus) | United States | Pending | 29/282,761 | 7/27/2007 | | |

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|--|---------------|---------|------------|------------|----------|-----------|
| FOOTWEAR (Velocity) | United States | Issued | 29/282,762 | 7/27/2007 | D594636 | 6/23/2009 |
| FOOTWEAR | United States | Issued | 29/282,763 | 7/27/2007 | D593,286 | 6/2/2009 |
| FOOTWEAR | United States | Issued | 29/282,764 | 7/27/2007 | D593,287 | 6/2/2009 |
| FOOTWEAR | United States | Pending | 29/283,855 | 8/24/2007 | | |
| FOOTWEAR (Golf Shoe) | United States | Pending | 29/298,228 | 11/30/2007 | | |
| FOOTWEAR (Lexi - Final Prototype) | United States | Pending | 29/302,586 | 1/18/2008 | | |
| FOOTWEAR (Lena - Final Prototype) | United States | Pending | 29/302,587 | 1/18/2008 | | |
| FOOTWEAR (Nanook - Final Prototype) | United States | Pending | 29/302,588 | 1/18/2008 | | |
| FOOTWEAR | United States | Issued | 29/302,590 | 1/18/2008 | D593,311 | 6/2/2009 |
| FOOTWEAR (Nadia - Final Prototype) | United States | Issued | 29/302,592 | 1/18/2008 | D585,185 | 1/27/2009 |
| PHONE CASE (CROCS-A-DIAL) | United States | Pending | 29/303,882 | 2/19/2008 | | |
| FOOTWEAR (Rally I) | United States | Pending | 29/306,953 | 4/18/2008 | | |
| FOOTWEAR (Electro I) | United States | Pending | 29/306,957 | 4/18/2008 | | |
| FOOTWEAR (Axis) | United States | Pending | 29/306,958 | 4/18/2008 | | |
| FOOTWEAR (Axis) | United States | Pending | 29/326,323 | 10/15/2008 | | |
| FOOTWEAR (Electro II) | United States | Pending | 29/326,324 | 10/15/2008 | | |
| FOOTWEAR | United States | Pending | 29/328,528 | 11/25/2008 | | |
| SYSTEMS AND METHODS FOR CUSTOMIZING SHOES WITH ELASTOMERIC FASTENERS | United States | Pending | 61/103,504 | 10/7/2008 | | |

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|--|---------------|---------|------------|-----------|-----------|------------|
| MOLDED FOAM RECEPTACLE WITH MOLDED FOAM JAW OPENING | United States | Pending | 61/110,846 | 11/3/2008 | | |
| CONVERTIBLE SANDAL SYSTEM | United States | Unfiled | | | | |
| ANTISTATIC HEEL PILLOW | United States | Unfiled | | | | |
| FOOTWEAR (Scout) | United States | Unfiled | | | | |
| FOOTWEAR (Cricket) | United States | Unfiled | | | | |
| MULTI CAVITIES TOOL FOR THE INJECTION OF PRODUCTS IN ETHILVINILACETATE OR SIMILAR PLASTIC MATERIALS | United States | Unfiled | | | | |
| MOLD FOR THE SHOE AND OTHER COMPLEX SHAPE ARTICLES IN PRODUCTION, IN CROSS-LINKED AND EXPANDED PLASTIC-LIKE ETHILVINILACETATE OR SIMILAR | United States | Unfiled | | | | |
| Breathable Footwear Pieces | US | Issued | | | 6,993,858 | 2/7/2006 |
| Footwear Pieces | US | Issued | | | 7,146,751 | 12/12/2006 |
| Running Sandal | US | Issued | | | 7,320,188 | 1/22/2008 |

POWER OF ATTORNEY

CROCS, INC., a Delaware corporation, CROCS RETAIL, INC., a Colorado corporation, CROCS ONLINE, INC., a Colorado corporation, OCEAN MINDED, INC., a Colorado corporation, JIBBITZ, LLC, a Colorado corporation and BITE, INC., a Colorado corporation (collectively, the "Grantors") and each a "Grantor"), each hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantors, as borrowers (the "Borrowers"), dated as of September __, 2009 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of such Grantor, with the power to endorse the name of such Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Agent dated as of September __, 2009 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of such Grantor a trademark or patent, in each case subject to the terms of the Trademark and Patent Security Agreement and the Loan Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement and the Loan Agreement.

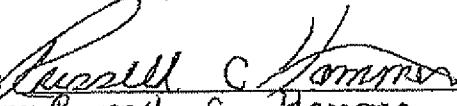
This Power of Attorney shall be irrevocable until payment and satisfaction in full of all the Obligations and termination of the Loan Agreement.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

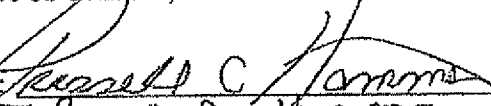
CROCS, INC.

By: 
Name: Russell C. Hammer
Title: Chief Financial Officer

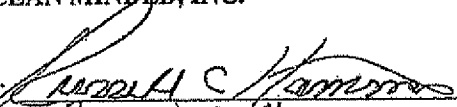
CROCS RETAIL, INC.

By: 
Name: Russell C. Hammer
Title: CFO

CROCS ONLINE, INC.

By: 
Name: Russell C. Hammer
Title: CFO

OCEAN MINDED, INC.

By: 
Name: Russell C. Hammer
Title: CFO

JIBBITZ, LLC

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

CROCS, INC.

By: _____
Name: _____
Title: _____

CROCS RETAIL, INC.

By: _____
Name: _____
Title: _____

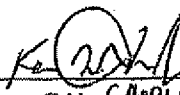
CROCS ONLINE, INC.

By: _____
Name: _____
Title: _____

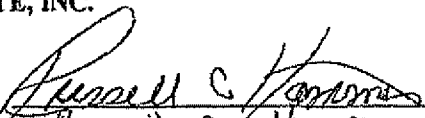
OCEAN MINDED, INC.

By: _____
Name: _____
Title: _____

JIBBITZ, LLC

By: 
Name: KEN CHAPIN
Title: Manager

BITE, INC.

By: 
Name: Russell C. Hamann
Title: CEO

[SIGNATURE PAGE TO POWER OF ATTORNEY]