

**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
FLEET CAPITAL CORPORATION		02/10/2010	CORPORATION: RHODE ISLAND

**RECEIVING PARTY DATA**

Name:	MUNRO & COMPANY, INC.
Street Address:	3770 Malvern Road
City:	Hot Springs
State/Country:	ARKANSAS
Postal Code:	71902
Entity Type:	CORPORATION: ARKANSAS

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2956434	TOTAL COMFORT TECHNOLOGY
Registration Number:	2269893	MOLLIE MUNRO
Registration Number:	2168637	MUNRO AMERICAN
Registration Number:	1535376	MUNRO
Registration Number:	2165656	PROPER SIZE PERFECT FIT
Registration Number:	2018508	PROPER SIZE. PERFECT FIT.
Registration Number:	1845713	THE RIGHT SHOE FOR BOTH FEET
Registration Number:	2056261	SCULPTED SANDAL COLLECTION
Registration Number:	0515459	JUMPING-JACKS
Registration Number:	0778802	BERNINI
Registration Number:	0873488	JJ
Registration Number:	0991463	JJ JUMPING-JACKS
Registration Number:	1851542	PERFECTION BY JUMPING-JACKS

OP \$340.00 2956434

CORRESPONDENCE DATA

Fax Number: (435)656-0667  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 435-656-0617  
Email: lelsr@laubscher.com  
Correspondent Name: Laubscher & Laubscher, P.C.  
Address Line 1: 1160 Spa Road  
Address Line 2: Suite 2B  
Address Line 4: Annapolis, MARYLAND 21403

ATTORNEY DOCKET NUMBER:	19987
NAME OF SUBMITTER:	Lawrence E. Laubscher, Sr.
Signature:	/Lawrence E. Laubscher, Sr./
Date:	02/19/2010

**Total Attachments: 6**

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**TERMINATION OF AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

WHEREAS, MUNRO & COMPANY, INC., 3770 Malvern Road, Hot Springs, Arkansas 71902, an Arkansas corporation (OWNER) is the owner of certain trademarks, trademark applications, and trademark registrations listed on Schedule 1 annexed hereto;

WHEREAS, FLEET CAPITAL CORPORATION, (GRANTEE), is a Rhode Island corporation having a place of business at 5950 Sherry Lane, Suite 300, Dallas, Texas 75225;

WHEREAS, on April 21, 2002, OWNER, pursuant to a Loan Agreement between the parties, executed an AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, recorded by the U. S. Patent and Trademark Office on January 24, 2003, on Reel 2659 Frames 0073-0081, granting to GRANTEE a continuing security interest in, and a conditional assignment of, all of OWNER'S right, title, and interest in, to and under the following items or types of property being collectively referred to as its "Trademark Collateral," including:

(1) each trademark, trademark registration, trademark application, and trademark license, including, without limitation, the trademarks, trademark registrations, trademark licenses (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connection with the use of, and symbolized by, each trademark, trademark registration, trademark license and trademark application;

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

AND WHEREAS, the Parties now wish to terminate the aforesaid AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, GRANTEE does hereby terminate its security interest in, and conditional assignment of, the "Trademark Collateral," whereby GRANTEE assigns back to OWNER all of its right, title, and interest in and to, the "Trademark Collateral."

This agreement confirms the express release of all prior liens on, and security interest in, and conditional assignment of, the aforesaid Trademark Collateral. This agreement constitutes an extinguishment by GRANTEE of all prior trademark agreements and similar collateral documents.

IN WITNESS WHEREOF, GRANTEE has caused this TERMINATION OF AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT to be duly executed by its duly authorized officer this 10<sup>th</sup> day of FEB, 2010.

FLEET CAPITAL CORPORATION

By: 

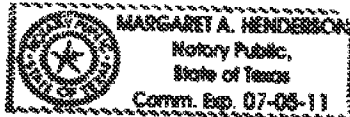
Title: Hance VanBeber  
Sr. Vice President

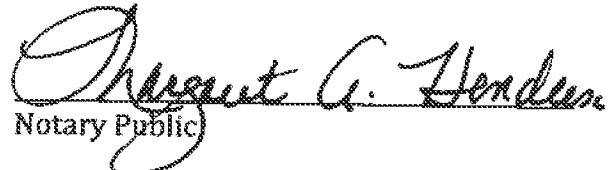
**ACKNOWLEDGEMENT**

STATE OF TEXAS :

COUNTY OF DALLAS :

Subscribed and sworn to by HANCE VAN BEBER  
before me this 10<sup>th</sup> day of FEBRUARY, 2010.



  
Notary Public

[SEAL]

My commission expires:

7.5.2011

Schedule 1  
To Trademark Collateral  
Assignment and  
Security Agreement

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
BETTER FIT BETTER FEET	76/249,727	06/02/01
BODY SOFT	76/388,843	03/28/02
TCT	76/347,713	12/12/01
TOTAL COMFORT TECHNOLOGY	76/347,712	12/12/01
ADDISON	2,514,184	12/04/01
CHILD LIFE AND BALLOONS Design	1,694,636	06/18/02
CHILD LIFE	1,348,627	07/18/05
CHILD LIFE	588,056	01/13/03
CL KIDS & Design	1,710,790	08/25/02
CLEAR LAKE & Design	1,688,182	06/23/02
COMFORTIQUE	2,384,250	06/05/00
EASY STEPS	1,117,317	05/01/79
EZ STEP GOLF SHOES & Design	2,117,653	12/02/97
EZ STEP	2,168,271	06/23/98
JOHN ADDISON	1,441,276	06/02/87
MOLLIE MUNRO	2,269,893	05/10/99
MUNRO AMERICAN & Design	2,168,537	06/23/98
MUNRO KIDS ON THE GO!	2,480,787	08/21/01
MUNRO KIDS	2,470,593	07/17/01
MUNRO SPORT AMERICAN FOOTWEAR	1,927,765	10/17/96
MUNRO	1,535,376	04/18/99
PROPER SIZE PERFECT FIT & Des	2,165,658	06/16/98
PROPER SIZE, PERFECT FIT	2,018,508	11/19/98
RIGHT SHOE FOR BOTH FEET	1,845,713	07/19/94
SCULPTED SANDAL COLLECTION	2,068,281	04/22/97
TOT STUFF	1,635,388	04/18/99
FLEXIES (& logo)	202,732	09/01/26
FLEXIES (stylized)	202,733	09/02/26
JUMPING-JACKS (stylized)	515,459	09/20/49
BERNINI	778,602	10/20/64
JUMPING-JACKS PARTIES (stylized)	803,534	02/15/66
JUMPING-JACKS BALANCERS	849,473	08/21/68
JJ (stylized)	873,488	07/22/69
GUIDABENE	931,814	04/04/72
JUMPING-JACKS (& logo)	991,483	08/20/74
JUMPING-JACKS	1,131,579	03/11/80
WHIZ KIDS	1,141,596	11/18/80
WHIZ KIDS	1,148,592	03/24/81
JUMPING-JACKS	1,154,333	05/19/81
SUN-JUMPING	1,154,963	05/19/81
MOXEE	1,209,810	08/21/82
PORTABENE	1,308,087	11/20/84
FLEXIES (stylized)	1,325,983	03/19/85
BABY JACKS	1,390,848	04/22/86

Trademark Security Agreement  
9111.177:193576

TRADEMARK  
REEL: 002669 FRAME: 0079

<del>JJ (&amp; logo)</del>	1,408,853	08/08/88
SUPER JACKS	1,457,576	09/15/87
JUMPING JACKS (& logo)	1,528,378	03/07/89
ACTION JACKS	1,530,981	03/21/89
BABY JACKS (stylized)	1,542,632	05/06/89
<del>JJ SPORT (&amp; logo)</del>	1,584,786	02/27/90
JUST FOR FUN	1,818,877	01/18/94
PERFECTION BY JUMPING JACKS	1,851,542	08/30/94
(footprint design)	1,870,897	12/27/94
(shoe design)	1,951,877	01/23/96
<del>UP-2 PERFECTION</del>	2,000,433	08/10/98
FOOTPRINT LOGO (with Turtle and Star)	75/597,791	12/01/98

- 5 -

Trademark Security Agreement  
9111.137-191570

RECORDED: 01/24/2003

TRADEMARK  
REEL: 002669 FRAME: 0080

TRADEMARK  
REEL: 004152 FRAME: 0697

## Attachment

## trademark registrations continued

MARK	REG. NO.	REG. DATE
CL KIDS & Design	1,710,790	08/25/92
CLEAR LAKE & Design	1,898,182	06/23/92
COMFORTIQUE	2,384,250	09/05/00
EASY STEPS	1,117,317	05/01/79
EZ STEP GOLF SHOES & Design	2,117,853	12/02/97
EZ STEP	2,188,271	06/23/98
JOHN ADDISON	1,441,276	06/02/87
MOLLIE MUNRO	2,269,893	08/10/99
MUNRO AMERICAN & Design	2,188,837	06/23/98
MUNRO KIDS ON THE GO!	2,480,767	08/21/01
MUNRO KIDS	2,470,893	07/17/01
MUNRO SPORT AMERICAN FOOTWEAR	1,827,785	10/17/96
MUNRO	1,535,376	04/18/89
PROPER SIZE PERFECT FIT & Des	2,185,858	08/18/98
PROPER SIZE PERFECT FIT	2,018,508	11/18/96
RIGHT SHOE FOR BOTH FEET	1,845,713	07/19/94
SCULPTED SANDAL COLLECTION	2,058,261	04/22/97
TOT STUFF	1,538,398	04/18/89
FLEXIES (& logo)	202,732	08/01/25
FLEXIES (stylized)	202,733	08/02/25
JUMPING-JACKS (stylized)	515,458	09/20/48
BERNINI	778,802	10/20/54
JUMPING-JACKS PARTIES (stylized)	803,934	02/15/86
JUMPING-JACKS BALANCERS	648,473	06/21/68
JJ (stylized)	873,488	07/22/69
GUIDABENE	831,814	04/04/72
JUMPING-JACKS (& logo)	881,483	08/20/74
JUMPING-JACKS	5,131,579	03/11/80
WHIZ KIDS	1,141,588	11/18/80
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JUMPING-JACKS	1,154,333	06/18/81
SUN-JUMPING	1,154,983	06/18/81
MOXEES	1,208,810	09/21/82
PORTABENE	1,308,067	11/20/84
FLEXIES (stylized)	1,325,883	03/19/85
BABY JACKS	1,390,849	04/22/86
JJ (& logo)	1,408,853	09/08/86
SUPER JACKS	1,457,575	09/15/87
JUMPING-JACKS (& logo)	1,528,378	03/07/89
ACTION JACKS	1,530,881	03/21/89
BABY JACKS (stylized)	1,542,832	08/08/89
JJ SPORT (& logo)	1,584,788	02/27/90
JUST FOR FUN	1,818,877	01/18/94
PERFECTION BY JUMPING-JACKS	1,851,542	08/30/94
(footprint design)	1,870,887	12/27/94
(Shoe design)	1,951,977	01/23/96
UP-2 PERFECTION	2,000,433	09/10/98

TRADEMARK  
REEL: 002658 FRAME: 0074

TRADEMARK  
REEL: 004152 FRAME: 0698

Trademark applications continued

<u>MARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
FOOTPRINT LOGO (with Turtle and Star)	76/597,781	12/01/98

TRADEMARK  
REEL: 002858 FRAME: 0076