

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gibraltar Business Capital, LLC		05/13/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Phoenix Footwear Group, Inc.
Street Address:	5937 Darwin Court
Internal Address:	Suite 109
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2496187	H.S. TRASK BOZEMAN MONTANA
Registration Number:	3573739	H.S. TRASK
Registration Number:	3573740	H.S. TRASK
Registration Number:	3573738	H.S. TRASK
Registration Number:	3573747	
Registration Number:	3643412	H.S. TRASK
Registration Number:	3643405	FORT BRIDGER
Registration Number:	3643404	BRIDGER TRAIL
Registration Number:	3829075	H.S. TRASK
Registration Number:	3829076	H.S. TRASK

CORRESPONDENCE DATA

Fax Number: (585)362-4615

900192148

**TRADEMARK
 REEL: 004543 FRAME: 0742**

CH \$265.00 2496187

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: lginther@woodsoviatt.com
Correspondent Name: Dennis B. Danella, Esq.
Address Line 1: Woods Oviatt Gilman LLP
Address Line 2: 2 State St., 700 Crossroads Bldg.
Address Line 4: Rochester, NEW YORK 14614

ATTORNEY DOCKET NUMBER:	DA024.77581
NAME OF SUBMITTER:	Dennis B. Danella, Esq.
Signature:	/Dennis B. Danella/
Date:	05/18/2011

Total Attachments: 5
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** ("Termination") is executed as of May 13, 2011, by **Gibraltar Business Capital, LLC**, a Delaware limited liability company, as agent (the "Secured Party"). Capitalized terms used herein and not otherwise defined shall have the same meanings as given thereto in the Security Agreement (as defined below).

WHEREAS, Phoenix Footwear Group, Inc., a Delaware corporation (the "Pledgor"), and Secured Party entered into an Intellectual Property Security Agreement dated as of November 3, 2010 (the "Security Agreement"), pursuant to which Pledgor granted a security interest in certain trademarks, trademark applications, and/or trademark licenses (collectively, "Trademarks") to the Secured Party;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on November 15, 2010, at reel and frame numbers 4414/0400; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of the Trademarks listed on Exhibit A attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party agrees as follows:

1. The Secured Party hereby terminates and releases all mortgages, liens and security interests granted to Secured Party by Pledgor with respect to (a) the Trademarks listed on Exhibit A attached hereto, (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark listed on Exhibit A, and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark listed on Exhibit A or (ii) injury to the goodwill associated with any Trademark listed on Exhibit A.

2. To the extent Secured Party shall be deemed to have any right, title or interest in the Trademarks listed on Exhibit A, Secured Party retransfers and reassigns to Pledgor all of such right, title and interest without representation or warranty of any kind whatsoever.

3. This Termination shall be governed by the laws of the State of Illinois.


IN WITNESS WHEREOF, the undersigned has caused this Termination to be executed by its duly authorized officer as of the date first above written.

GIBRALTAR BUSINESS CAPITAL, LLC,
as Agent

By:

Name:

Title:



Scott Wincourz
COO

EXHIBIT A

(i) **The design marks and trademarks listed below, and all goodwill related thereto (if any) (the “Trask Trademarks”):**

DOCKET #	COUNTRY	MARK	APP #/REG #	FILING/REG DATE
3120-121	Argentina	H.S. TRASK & Design	1756005	
3120-97	Brazil	H.S. TRASK & Design	818300108	7/19/2005
3120-71	Canada	H.S. TRASK & Design	TMA 517003	9/24/1999
3120-98	China	H.S. TRASK & Design	909.199	12/7/1996
3120-99	Hong Kong	H.S. TRASK & Design	1969/1998	1/9/1995
3120-64	United States	AMERICA'S ORIGINAL LEATHER...	2081869	7/22/1997
3120-65	United States	H.S. TRASK BOZEMAN MONTANA & Design	2496187	10/9/2001
3120-68	United States	PRAIRIE MOC	2315525	2/8/2000
3120-69	United States	TRASK	1946133	1/2/1996
3120-86	United States	BARBED WIRE	76/627483	1/11/2005
3120-87	United States	BARBED WIRE LEATHER WORKS	76/627638	1/12/2005
3120-90	United States	COLTER CREEK	78/581701	3/7/2005
3120-104	United States	BORN IN BOZEMAN	77/248640	8/7/2007
3120-108	United States	BRLDGER	77/360970	12/28/2007
3120-110	United States	LIVINGSTON	77/360946	12/28/2007
3120-112	United States	H.S. TRASK, BORN IN BOZEMAN & Design	77/369114	1/11/2008
3120-113	United States	H.S. TRASK & bison Design	3573739	2/10/2009
3120-114	United States	H.S. TRASK & star Design	3573740	2/10/2009
3120-115	United States	H.S. TRASK & Design	3573738	2/10/2009
3120-116	United States	H.S. TRASK BORN IN BOZEMAN & Design	77/371684	1/15/2008
3120-117	United States	Black Bison Design	3573747	2/10/2009
3120-118	United States	H.S. TRASK, BORN IN BOZEMAN, white bison des.	77/371703	1/15/2008
3120-119	United States	White Bison Design	77/371719	1/15/2008
3120-124	United States	H.S. TRASK (metal letters logo)	3643412	6/23/2009
3120-125	United States	FORT BRIDGER	3643405	6/23/2009

DOCKET #	COUNTRY	MARK	APP #/REG #	FILING/REG DATE
3120-126	United States	BRIDGER TRAIL	3643404	6/23/2009
3120-127	United States	H.S. TRASK (embossed design)	3829075	8/3/2010
3120-128	United States	H.S. TRASK (stacked buffalo)	3829076	8/3/2010

- (ii) The tradename "H.S. Trask & Co.";
- (iii) The following URLs, Facebook and Twitter accounts and the website design and images appearing thereon and the related registrations pertaining thereto in each case to the extent transferrable:

www.hstrask.com

Facebook:
<http://www.facebook.com/hstrask>

Twitter:
 user: hstrask
 email: hstrask.phxg@gmail.com

- (iv) The following samples and prototypes of the Trask products (the “Trask Products”):

LAST AND CUTTING LIST FROM QS

Last																
last	style	7#	7.5#	8#	8.5#	9#	9.5#	10#	10.5#	11#	11.5#	12#	13#	14#	15#	TOTAL
JV6-1112-9M	Gibson fall	5	7	4	15	24	29	32	35	38	17	26	8	11	6	257
JV6-1112-9M	Gibson fall			4	5	8	13	15	4	8	9	16	12	1		95
JV6-1112-9N	Gibson fall			1	1	11	4	4	15	18	17	20	13	8		112
TB1120	Broadwater/J.cowan/J.wood			8	8	20	17	17	15	14	11	12	6	3		131
cutting die																
STYLE	style	total														
J.cowan	8507	164支														
Gibson fall	8505	366支														
Gibson fall	8504	418支														
Broadwater	8506	247支														
J.wood	8508	162支														
	sock	37支														

JV6-1112-9 Gibson Falls/Gibson Falls H8504/H8505 472双
 TB1120 Broadwater/J.Cowan/J.Wood H8506/H8507/H8508 223双

- (v) The marketing materials, point of sale materials, catalogs, brand and product imagery (print and digital) that only contain the Trask Trademarks and/or the Trask Products;
- (vi) The trade customer database, including contact and purchase history by year to the extent available, exclusively for the Trask Products; and
- (vii) The owned lasts, patterns, cutting dies, outsole molds and specification packages used in the manufacture of the Trask Products.