

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement to Trademark and Patent Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crocs, Inc.		12/16/2011	CORPORATION: DELAWARE
Crocs Retail, Inc.		12/16/2011	CORPORATION: COLORADO
Ocean Minded, Inc.		12/16/2011	CORPORATION: COLORADO
Jibbitz, LLC		12/16/2011	LIMITED LIABILITY COMPANY: COLORADO
Bite, Inc.		12/16/2011	CORPORATION: COLORADO

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78981285	CROCS
Registration Number:	3903692	CROCBAND
Registration Number:	3973996	JIBBITZ
Serial Number:	85186053	JIBBITZ
Serial Number:	85190365	CROCS
Serial Number:	85190392	
Registration Number:	4005973	LIVE. PROTECT. RESPECT.
Serial Number:	85305730	CROCS CHAMELEONS
Serial Number:	85305744	CROCS CHAMELEONS

Serial Number:	85318156	CROCS
Serial Number:	85318219	
Serial Number:	85322963	EVENTUALLY, EVERYTHING ENDS UP IN THE OCEAN.
Serial Number:	85346686	CROSMESH

CORRESPONDENCE DATA

Fax Number: (215)557-2049

Phone: (215) 988-6991

Email: tarbox@blankrome.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Olivia H. Tarbox, Paralegal

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square - 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01293
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NAME OF SUBMITTER:	Olivia H. Tarbox
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Signature:	/Olivia H. Tarbox/
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Date:	12/23/2011
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Total Attachments: 6

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SUPPLEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT

This Supplement to Trademark and Patent Security Agreement (“Supplement”), dated as of December 16, 2011, is by and among **CROCS, INC.**, a Delaware corporation, **CROCS RETAIL, INC.**, a Colorado corporation, **OCEAN MINDED, INC.**, a Colorado corporation, **JIBBITZ, LLC**, a Colorado limited liability company and **BITE, INC.**, a Colorado corporation (collectively, the “Grantors” and each a “Grantor”), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent (“Agent”) for the Lenders.

BACKGROUND

A. This Supplement is being delivered in connection with that Trademark and Patent Security Agreement (the “Trademark and Patent Security Agreement”) dated as of September 25, 2009 by Grantors in favor of Agent pursuant to which Grantors granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Grantors’ Patents and Trademarks (as defined therein).

B. On the date hereof, Grantors are entering into that certain Amended and Restated Credit Agreement with Agent (the “Credit Agreement”) and certain financial institutions party thereto as lenders (the “Lenders”), which Credit Agreement amends and restates but does not extinguish the obligations or indebtedness owing under that certain Revolving Credit and Security Agreement dated as of September 25, 2009 among Grantors, Agent and the lenders party thereto.

C. Grantors have acquired certain additional trademarks and patents set forth on Schedule A attached hereto and made part hereof (collectively, “Additional Trademarks and Patents”).

D. Grantors and Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Agent’s lien on and security interest in the Additional Trademarks and Patents, as set forth more fully in the Trademark and Patent Security Agreement and for recording in the United States Patent and Trademark Office.

E. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Trademark and Patent Security Agreement.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement and the Trademark and Patent Security Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations (as defined in the Credit Agreement), Grantors grant a lien and security interest to Agent for the ratable benefit of Lenders, in all of their present and future right, title and interest in and to the Additional Trademarks and Patents and the registration thereof and the right (but not the

obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Schedule 1 to the Trademark and Patent Security Agreement is hereby supplemented by the information contained on Schedule A. All references to Schedule 1 contained in the Trademark and Patent Security Agreement shall be deemed, for all purposes, to also refer to and include Schedule A.

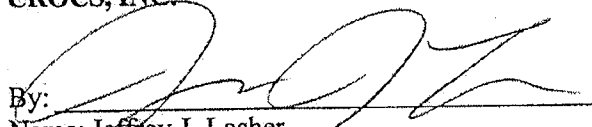
3. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Trademark and Patent Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

4. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

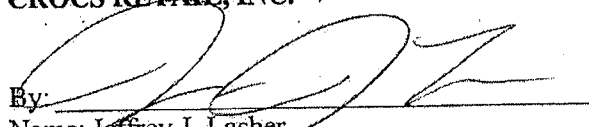
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

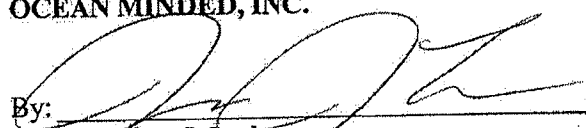
CROCS, INC.

By: 
Name: Jeffrey J. Lasher
Title: Chief Financial Officer

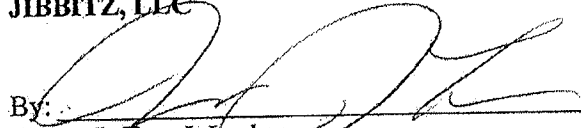
CROCS RETAIL, INC.

By: 
Name: Jeffrey J. Lasher
Title: Chief Financial Officer

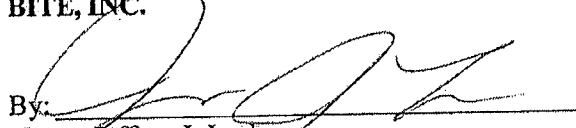
OCEAN MINDED, INC.

By: 
Name: Jeffrey J. Lasher
Title: Chief Financial Officer

JIBBITZ, LLC

By: 
Name: Jeffrey J. Lasher
Title: Manager

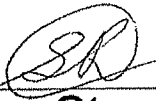
BITE, INC.

By: 
Name: Jeffrey J. Lasher
Title: Chief Financial Officer

SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT]

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Steve Roberts
Title: Vice President

SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK AND PATENT SECURITY
AGREEMENT]

TRADEMARK
REEL: 004686 FRAME: 0515

SCHEDULE A

TRADEMARKS

MARK	OWNER	COUNTRY	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASS
CROCS	Crocs, Inc.	United States	Filed	78/981,285	6/8/2005			025
CROCBAND	Crocs, Inc.	United States	Registered	85/044,089	5/20/2010	3,903,692	1/11/2011	025
JIBBITZ Logo (without heart)	Jibbitz, LLC	United States	Registered	85/152,609	10/14/2010	3,973,996	6/7/2011	025
JIBBITZ logo (without heart)	Jibbitz, LLC	United States	Filed	85/186,053	11/29/2010			016; 016; 018; 018; 025; 025; 026; 026
CROCS	Crocs, Inc.	United States	Filed	85/190,365	12/3/2010			018
Crocs Logo	Crocs, Inc.	United States	Filed	85/190,392	12/3/2010			018
LIVE. PROTECT. RESPECT.	Ocean Minded, inc.	United States	Registered	85/210,047	1/4/2011	4,005,973	8/2/2011	025
CROCS CHAMELEONS	Crocs, Inc.	United States	Filed	85/305,730	4/27/2011			025
CROCS CHAMELEONS and Design	Crocs, Inc.	United States	Filed	85/305,744	4/27/2011			025
CROCS	Crocs, Inc.	United States	Filed	85/318,156	5/11/2011			010
Crocs Logo	Crocs, Inc.	United States	Filed	85/318,219	5/11/2011			010
EVENTUALLY, EVERYTHING ENDS UP IN THE OCEAN.	Ocean Minded, Inc.	United States	Filed	85/322,963	5/17/2011			025; 035; 041
CROSMESH	Crocs, Inc.	United States	Filed	85/346,686	6/15/2011			018; 025