

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
U.S. Bank National Association		11/25/2013	National Banking Association:

RECEIVING PARTY DATA

Name:	Allen Edmonds Corporation
Street Address:	201 East Seven Hills Road
City:	Port Washington
State/Country:	WISCONSIN
Postal Code:	53074
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2515047	RECRFTPAK
Registration Number:	2374254	RERAFTING
Registration Number:	1479246	ALLEN EDMONDS
Registration Number:	1506749	WOODLORE
Registration Number:	0836333	SHOE BANK
Registration Number:	0822911	ALLEN EDMONDS

CORRESPONDENCE DATA

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

Phone: 312-456-1039
 Email: levinsteinm@gtlaw.com
 Correspondent Name: Matthew J. Levinstein
 Address Line 1: 77 W. Wacker Drive
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 Address Line 4: Chicago, ILLINOIS 60601

CH \$165.00 2515047

ATTORNEY DOCKET NUMBER:	075027.011700
NAME OF SUBMITTER:	Matthew J. Levinstein
Signature:	/Matthew J. Levinstein/
Date:	12/03/2013
Total Attachments: 4 source=Executed Allen Edmonds Trademark Release-v1#page1.tif source=Executed Allen Edmonds Trademark Release-v1#page2.tif source=Executed Allen Edmonds Trademark Release-v1#page3.tif source=Executed Allen Edmonds Trademark Release-v1#page4.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Termination and Release") is granted as of November 25, 2013 by **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as collateral agent as described in the Security Agreement described below (the "Collateral Agent"), in favor of **ALLEN EDMONDS CORPORATION**, a Wisconsin corporation, formerly known as Allen-Edmonds Shoe Corporation, (the "Company").

WITNESSETH:

WHEREAS, the Company is a party with the Collateral Agent to a Security Agreement dated as of July 20, 2006 (as amended, supplemented, extended, restated, or otherwise modified prior to the date hereof, the "Security Agreement") pursuant to which the Collateral Agent agreed, among other things, to extend certain credit accommodations to Company under the terms and conditions set forth therein;

WHEREAS, pursuant to the Security Agreement, the Company executed and delivered a Trademark Security Agreement (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Trademark Security Agreement") granting the Collateral Agent a security interest in and lien on certain Trademarks (as defined below);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 2, 2006, at Reel 3360, Frame 0520, against certain Trademarks identified on Schedule A hereto;

WHEREAS, the Company has satisfied all of the obligations under the Security Agreement and has requested that the Collateral Agent terminate and release its security interests in and liens on the Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Definitions.

a. All capitalized terms used herein shall have the meaning ascribed to them in the Security Agreement, unless otherwise defined in this Termination and Release.

b. The term "Trademarks", as used herein, shall mean:

i. all trademarks, service marks, company names, logos, certification marks, collective marks, designs, and all other sources or business identifiers, including all registrations and applications listed on the attached Schedule A;

ii. all renewals thereof;

iii. all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing;

iv. the right to sue for past, present, and future infringements of any of the foregoing;

v. all rights corresponding to any of the foregoing throughout the world; and

vi. all goodwill associated with and symbolized by any of the foregoing.

c. The term “Trademark License”, as used herein, shall mean: each written agreement now or hereafter in existence granting to Company any right to use any Trademark, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule A annexed hereto).


2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its liens on, security interests in, and all other rights in, to and under the Trademarks, including but not limited to those Trademarks identified on Schedule A, and the Trademark Licenses, including but not limited to those Trademark Licenses identified on Schedule A, together with all proceeds of the foregoing, including, without limitation, any claim by Company against third parties for past, present, or future (A) infringement, or dilution of any Trademark or breach of any Trademark License, or (B) injury to the goodwill associated with any Trademark.

3. Reassignment. The Collateral Agent hereby reassigns, grants and conveys to the Company, without any representation, recourse or undertaking by the Collateral Agent, all of the Collateral Agent’s right, title and interest in and to the Trademarks.

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

[Remainder of page intentionally left blank]

U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent

By: 

Name: **STEVEN F. POSTO**
Title: **VICE PRESIDENT**

[Signature page to Trademark Release]


TRADEMARK
REEL: 005177 FRAME: 0094

SCHEDULE A

Trademark Licenses

None

Trademark Registrations and Applications

Mark	Reg. No.	Reg. Date	Owner
RECRAPAK	2,515,047	12/4/2001	Allen Edmonds Corporation
RERAFTING	2,374,254	8/8/2000	Allen Edmonds Corporation
ALLEN EDMONDS	1,479,246	3/8/1988	Allen Edmonds Corporation
Woodlore 	1,506,749	10/4/1988	Allen Edmonds Corporation
SHOE BANK	836,333	10/3/1967	Allen Edmonds Corporation
ALLEN EDMONDS	822,911	1/24/1967	Allen Edmonds Corporation