

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM308991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alostar Bank of Commerce		06/27/2014	state banking institution incorporated: ALABAMA
RECEIVING PARTY DATA			
Name:	Shoe Sensation, Inc.		
Street Address:	253 America Place		
City:	Jeffersonville		
State/Country:	INDIANA		
Postal Code:	47139		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1405338	SHOE SENSATION	
Registration Number:	3109071	SPORTS SENSATION	
Registration Number:	3335840	UA UNDERGROUND ATTITUDE	
Registration Number:	4025187	ECHO BAY	
Registration Number:	3974527	SENSATIONAL COMFORT	
Registration Number:	3974091	DANDELION	
Registration Number:	3822850	BTW	
CORRESPONDENCE DATA			
Fax Number:	2127046125		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127046125		
Email:	karl.zielaznicki@troutmansanders.com		
Correspondent Name:	Troutman Sanders LLP		
Address Line 1:	405 Lexington Avenue		
Address Line 2:	c/o Karl M. Zielaznicki, Esq.		
Address Line 4:	New York, NEW YORK 10174		
ATTORNEY DOCKET NUMBER:	241823.00002		
NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.		

OP \$190.00 1405338

SIGNATURE:	/kmz/
DATE SIGNED:	06/27/2014
Total Attachments: 3 source=shoeTermination and Release of Security Interest in Trademarks#page1.tif source=shoeTermination and Release of Security Interest in Trademarks#page2.tif source=shoeTermination and Release of Security Interest in Trademarks#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE dated as of June 27, 2014, from ALOSTAR BANK OF COMMERCE, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama (together with its successors and assigns, "Lender"), to SHOE SENSATION, INC., a Delaware corporation ("Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement dated March 26, 2012 between Lender and Grantor, recorded on March 29, 2012 at Reel No. 4745, Frame 0029 (as at any time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), Grantor, by reference to the Loan Agreement (as defined therein), reaffirmed its intent to grant a security interest to Lender specifically in certain trademarks and their respective registrations and applications for registration, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds and other rights are collectively called the "Trademarks"); and

WHEREAS, Lender now desires to terminate and release the entirety of its security interest in the Trademarks;

FOR VALUE RECEIVED, including the satisfaction of all obligations, indebtedness and liabilities secured by Trademarks pursuant to the Trademark Security Agreement and the Loan Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Lender does hereby terminate, release and discharge its security interest in, and sell, assign, transfer and convey to **without any representation or warranty by, or recourse to,** Grantor, all right, title and interest of Lender in and to the Trademarks listed on Schedule A attached hereto, arising under the Trademark Security Agreement, and any right, title or interest of Lender in such Trademarks shall hereby cease and become void.

This Termination and Release is intended to operate as a release of all liens and security interests conveyed by Grantor to Lender pursuant to the terms of the Trademark Security Agreement and to reassign to Assignees all of Assignor's right, title, and interest acquired pursuant to the terms of the Trademark Security Agreement.

Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interests contemplated hereby.

[Remainder of page intentionally left blank; signatures appear on following page.]

IN WITNESS WHEREOF, Lender has caused this Termination and Release to be signed by its duly authorized officer on June 21, 2014.

LENDER:

ALOSTAR BANK OF COMMERCE

By: 

Name: Susan Hall

Title: Managing Director

Shoe Sensation - Release of Security Interest in Trademarks

SCHEDULE A

to Release of Security Interest in Trademarks
by Alostar Bank of Commerce

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Number</u>
Shoe Sensation	United States	1,405,338	August 12, 1986
Sports Sensation	United States	3,109,071	June 27, 2006
UA Underground Attitude	United States	3,335,840	November 13, 2007
Echo Bay	United States	4,025,187	September 13, 2011
Sensational Comfort	United States	3,974,527	June 7, 2011
Dandelion	United States	3,974,091	June 7, 2011
BTW	United States	3,822,850	July 20, 2010