

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337171

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gibraltar Business Capital, LLC		02/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Phoenix Footwear Group, Inc.		
<b>Street Address:</b>	5937 Darwin Court, Suite 109		
<b>City:</b>	Carlsbad		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92008		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Penobscot Shoe Company		
<b>Street Address:</b>	5937 Darwin Court, Suite 109		
<b>City:</b>	Carlsbad		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92008		
<b>Entity Type:</b>	CORPORATION: MAINE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2089400	TROTTERS	
<b>Registration Number:</b>	4095494	TROTTERS	
<b>Registration Number:</b>	2899145	SOFT WALK	
<b>Registration Number:</b>	1137447	WALKING LADY	
<b>Serial Number:</b>	85345261	41 DEGREES BY SOFTWALK	
<b>Serial Number:</b>	85345254	41° BY SOFTWALK	
<b>Serial Number:</b>	85369841	LATITUDE 33	
<b>Serial Number:</b>	85245026	FURRIES BY SOFTWALK	
<b>Serial Number:</b>	85245006	FURRIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124996701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (312) 499-6700  
**Email:** tapatterson@duanemorris.com  
**Correspondent Name:** Michael A. Witt  
**Address Line 1:** 190 South LaSalle Street, Suite 3700  
**Address Line 2:** Duane Morris LLP  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	F6270-00007
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<b>NAME OF SUBMITTER:</b>	Michael A. Witt
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<b>SIGNATURE:</b>	/Michael A. Witt/
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<b>DATE SIGNED:</b>	04/02/2015
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**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY**

**THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of February 4, 2015, is made by Gibraltar Business Capital, LLC, a Delaware limited liability company (the "Lender"), under that certain Intellectual Property Security Agreement, dated as of July 30, 2012, among Phoenix Footwear Group, Inc., a Delaware corporation ("Phoenix"), Penobscot Shoe Company, a Maine corporation ("Penobscot"; Phoenix and Penobscot being hereinafter referred to individually and/or collectively as the "Borrower") and the Lender (as amended, supplemented or modified and in effect from time to time, the "IP Security Agreement").

**WHEREAS**, pursuant to the IP Security Agreement, the Borrower granted a security interest to the Lender in certain intellectual property collateral including the Trademarks set forth on Exhibit A and the Patents set forth on Exhibit C thereto (the "IP Collateral"); and

**WHEREAS**, an executed copy of the IP Security Agreement was recorded with the (i) Trademark Assignment Recordation Branch of the United States Patent and Trademark Office on August 1, 2012 at Reel 4832, Frame 0253 and (ii) Patent Assignment Recordation Branch of the United States Patent and Trademark Office on August 1, 2012 at Reel 028683, Frame 0100; and

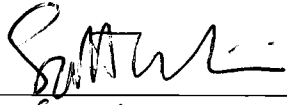
**WHEREAS**, the Lender has agreed to terminate and release its security interest in all of such Trademarks and Patents, including, without limitation, the Trademarks and Patents identified on Schedule A attached hereto, being the same Trademarks and Patents set forth on Exhibit A and Exhibit C, respectively, to the IP Security Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lender does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the IP Security Agreement in the IP Collateral, (b) release its security interest in the IP Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to Lender in the IP Collateral.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Lender has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.



**GIBRALTAR BUSINESS CAPITAL, LLC,**  
a Delaware limited liability company

By:   
Name: Scott Winick  
Title: COO

Schedule A

**TRADEMARKS AND PATENTS**

Trademark Registrations

Mark	Registration No.	Registration Date
TROTTERS	2089400	August 19, 1997
Trotters Design: 	4095494	February 7, 2012
SOFT WALK and Design: 	2899145	November 2, 2004
Walking Lady	1137447	July 1, 1980

Trademark Applications

Mark	Serial No.	File Date
41 DEGREES BY SOFTWALK	85/345,261	June 14, 2011
41° BY SOFTWALK	85/345,254	June 14, 2011
LATITUDE 33	85/369,841	July 13, 2011
FURRIES BY SOFTWALK	85/245,026	February 17, 2011
FURRIES	85/245,006	February 17, 2011

Patent Registrations

Title	Patent No.	Issue Date
Insole Construction for Footwear	6,675,501	01/13/2004
Footwear Construction	6,857,202	02/22/2005
Insole Construction for Footwear	6,922,914	08/02/2005
Footwear Construction	6,976,319	12/20/2005

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Insole Construction for Footwear	7,171,764	02/06/2007
Insole Construction for Footwear	7,434,338	10/14/2008
Article of Footwear and Method of Making Same	4,642,915	02/17/1987