

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		10/27/2015	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Shoes For Crews, LLC		
Street Address:	250 South Australian Avenue, Suite P1		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2646817	CREWGUARD	
Registration Number:	3788886	DRY GRIP	
Registration Number:	2439986	GOT SLIPS?	
Registration Number:	3792285	MIGHTY MAT!	
Registration Number:	3440319	SFC	
Registration Number:	2355155	SFC	
Registration Number:	3690097	SFC FROGGZ	
Registration Number:	3304683	SFC FROGGZ	
Registration Number:	3666305	SHOES FOR CREWS	
Registration Number:	1834116	SHOES FOR CREWS	
Registration Number:	3444613	THE BEST DEFENSE AGAINST SLIPS & FALLS!	
Registration Number:	3551443	THE SHOE THAT GRIPS	
Registration Number:	3592701	SFC	
Registration Number:	4040121		
Registration Number:	3821884	SHOES FOR CREWS	
CORRESPONDENCE DATA			
Fax Number:			
<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.

Email: michael.barys@thomsonreuters.com
Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindal LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	10/28/2015

Total Attachments: 5

source=24A - Trademark Security Release (Shoes 2015) [Executed]_WEIL_95508911_1#page1.tif
source=24A - Trademark Security Release (Shoes 2015) [Executed]_WEIL_95508911_1#page2.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Antares Capital LP

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA-DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 27, 2015

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Shoes For Crews, LLC

Street Address: 250 South Australian Avenue, Suite P1

City: West Palm Beach

State: Florida

Country: USA Zip: 33401

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-FL

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule 1

See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera

Signature

October 27, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 27, 2015 (this “Release”), is made by ANTARES CAPITAL LP, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Agent”) for the Secured Parties, in favor of SHOES FOR CREWS, LLC (the “Grantor”).

WHEREAS, the Grantor, the lenders from time to time party thereto and the Agent are party to (i) that certain Credit Agreement, dated as of July 23, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”), by and among SHO Holding II Corporation, a Delaware Corporation, Credit Parties, General Electric Capital Corporation (and as successor by assignment, Antares Capital LP) and (ii) that certain Guaranty and Security Agreement, dated as of July 23, 2010 (the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver to Agent that certain Trademark Security Agreement, dated as of July 23, 2010 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor, to secure the prompt payment and performance to the Secured Parties of the Obligations, granted to the Agent for the benefit of itself and each of the Secured Parties a continuing Lien upon and security interest in all of the Grantor’s trademarks and service marks, including the U.S. registered trademarks and service marks and trademark and service mark applications set forth on Schedule 1 attached hereto, the goodwill of the business connected with the use thereof and symbolized thereby, all registrations or applications for registrations and renewals which have theretofore been or may thereafter be issued therefrom throughout the world, all renewals thereof, and income, fees, royalties, damages, claims and payments then or thereafter due and/or payable with respect to any of the foregoing, and with respect to any of the foregoing including damages, claims and payments for past, present or future infringements or other violations thereof, in each case, whether then owned or existing or thereafter created, acquired or arising and wheresoever located, and all Proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 23, 2010, at Reel 004247 / Frame 0547 and Assignment of Security Agreement recorded in the United States Patent and Trademark Office on September 9, 2015 at Reel 005618 / Frame 0793; and

WHEREAS, the Agent has agreed to release, discharge, terminate and cancel its security interest in and Lien upon the Trademark Collateral;

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

1. Defined Terms. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreement or the Security Agreement, as applicable.

2. Release of Trademark Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interests and Liens arising under the Security Agreement and the Trademark Security Agreement in the Grantor's right, title and interest in, to and under the Trademark Collateral.

3. Recordation. The Agent hereby authorizes the Grantor or such Grantor's authorized representative to record this Release with the United States Patent and Trademark Office.


4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and their respective successors, assigns and other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signature Page Follows]

IN WITNESS WHEREOF, this Release has been duly executed on the day and year specified at the beginning of this Release.

ANTARES CAPITAL LP, as Agent

By: 

Name: Richard B Davidson

Title: Duly Authorized Signatory

SCHEDULE 1
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

UNITED STATES TRADEMARKS

Federal Registrations:

Trademark	Registration Date	Registration No.
CREWGUARD	11/05/2002	2646817
DRY GRIP	05/11/2010	3788886
GOT SLIPS?	04/03/2001	2439986
MIGHTY MAT!	05/25/2010	3792285
SFC	06/03/2008	3440319
SFC	06/06/2000	2355155
SFC FROGGZ	09/29/2009	3690097
SFC FROGGZ	10/02/2007	3304683
SHOES FOR CREWS	08/11/2009	3666305
SHOES FOR CREWS	05/03/1994	1834116
THE BEST DEFENSE AGAINST SLIPS & FALLS	06/10/2008	3444613
THE SHOE THAT GRIPS	12/23/2008	3551443
SFC DESIGN	03/17/2009	3592701
DESIGN ONLY	10/18/2011	4040121
SHOES FOR CREWS	07/20/2010	3821884