

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361567

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Third Bank		11/05/2015	Banking Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sock and Accessory Brands Global, Inc.		
<b>Street Address:</b>	5380 US Highway 158 Suite 250		
<b>Internal Address:</b>	Park 158 Professional Center		
<b>City:</b>	Advance		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27006		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4051073	ULTRA THINS	
<b>Registration Number:</b>	4161794	WE WILL IMPRESS YOUR SOCKS OFF!!!	
<b>Registration Number:</b>	4078078	MIXAROOS	
<b>Registration Number:</b>	4078071	MIX 'EM	
<b>Registration Number:</b>	4122955	LAKE SHORE BAY	
<b>Registration Number:</b>	3346088	GAME SPORT	
<b>Registration Number:</b>	2942920	FIDDLESTICKS	
<b>Registration Number:</b>	4026463	SMART FEET	
<b>Registration Number:</b>	3926910	SMART FEET	
<b>Registration Number:</b>	3884033	LA DE DA	
<b>Registration Number:</b>	3862652	LACE 'EMS	
<b>Registration Number:</b>	3644645	DOCTOR'S CHOICE	
<b>Registration Number:</b>	2015944	SOCK CONSTRUCTION COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8043447999		
<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>			
<b>Phone:</b>	804-788-8331		

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**Email:** HWITM@hunton.com  
**Correspondent Name:** Stephen P. Demm - Hunton & Williams LLP  
**Address Line 1:** 951 East Byrd Street  
**Address Line 2:** Riverfront Plaza - East Tower  
**Address Line 4:** Richmond, VIRGINIA 23219-4074

**ATTORNEY DOCKET NUMBER:** 73306.54

**NAME OF SUBMITTER:** Stephen P. Demm

**SIGNATURE:** /Stephen P. Demm/

**DATE SIGNED:** 11/06/2015

**Total Attachments: 4**

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**RELEASE OF TRADEMARK SECURITY AGREEMENT**

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of November 5, 2015, is made by **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors ("Secured Party"), and is as follows:

WHEREAS, Sock and Accessory Brands Global, Inc., a Delaware corporation ("Debtor"), and Secured Party are parties to that certain Trademark Security Agreement dated as of November 30, 2011 (the "Agreement"), which was recorded with The United States Patent and Trademark Office on December 7, 2011, in its records at Reel 4673, Frame 0893; capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, the Agreement granted to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under the Trademark Collateral (as defined in the Agreement), including, without limitation: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing Trademarks listed on Schedule I attached hereto and made a part hereof; (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all rights corresponding to any and all of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark registrations and applications, including the licenses listed on Schedule I and the Trademark Licenses; and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and

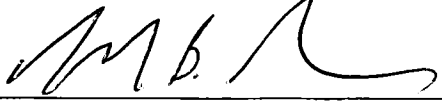
WHEREAS, Secured Party desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby fully and finally releases and terminates (i) its security interest and other rights in, to and under the Trademark Collateral and (ii) any and all other rights it may have under the Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed as of the day and year first above written.

**FIFTH THIRD BANK, as Agent**

By:   
Michael B. Barkey, Vice President

SIGNATURE PAGE TO  
RELEASE OF TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005663 FRAME: 0655**

## SCHEDULE I

### Trademarks

#### United States Federally-registered Trademarks

<b>Mark</b>	<b>Serial No.</b>	<b>Reg. No.</b>
ULTRA THINS	85/241,313	4,051,073
WE WILL IMPRESS YOUR SOCKS OFF!!!	85/128,328	4,161,794
MIXAROOS	85/215,569	4,078,078
MIX 'EM	85/211,016	4,078,071
LAKE SHORE BAY	85/260,532	4,122,955
GAME SPORT	78/885,893	3,346,088
FIDDLESTICKS	78/193,890	2,942,920
SMART FEET	77/534,053	4,026,463
SMART FEET	77/979,411	3,926,910
LA DE DA	77/825,999	3,884,033
LACE 'EMS	77/798,256	3,862,652
DOCTOR'S CHOICE	77/446,736	3,644,645
SOCK CONSTRUCTION COMPANY	74/363,480	2,015,944

#### Trademark Licenses

1. Pursuant to the Universal Terms and Conditions dated October 20, 2011, by and among Sock and Accessory Brands Global, L.L.C. ("SABG"), Kmart Corporation, Sears Brands Management Corporation and Sears, Roebuck and Co. (the "Sears and Kmart Companies"), SABG grants the Sears and Kmart Companies a nonexclusive, nontransferable, royalty free license to use, with the right to sublicense, trademarks, service marks, trade names, trade dress, copyrights and rights of publicity associated with certain merchandise of SABG solely for the purpose of marketing, promoting or selling such merchandise, in accordance with the terms thereof.
2. License Agreement, dated October 26, 2010, by and between Debtor, as successor in interest to SABG, and Crocs Inc. SABG is required to use the Intellectual Property licensed to it pursuant to that certain License Agreement dated October 26, 2010, by and between SABG and Crocs Inc. in a manner consistent with the terms of that certain LaCoste Co-Existence Agreement, by and between Crocs Inc. and LaCoste.
3. License Agreement effective as of January 1, 2011, by and between SABG and Eddie Bauer Licensing Services LLC.
4. Retail Product License Agreement dated January 21, 2009, by and between SABG, as successor in interest to Accessory Brands, Inc., and NBA Properties, Inc., as amended by that certain Letter Agreement dated December 16, 2009.

5. Exclusive License Agreement dated May 28, 2009, by and between Paul Siragusa and SABG as amended by that certain First Amendment to License Agreement dated June 24, 2009 by and among Paul Siragusa, SABG and Wearable Shoe Trees L.L.C.

6. Exclusive License by and between SABG, as successor in interest to Accessory Brands, and Delance Beane, as amended by that certain License Agreement Renewal Letter Agreement dated December 28, 2009, by and between SABGC and Delance Beane.

7. License Agreement effective as of March 15, 2010, by and among Southern Belle Originals, Inc., SABG and GoldOne Enterprises, LLC.

8. License Agreement, dated March 12, 2009, by and between Acquisition Co., as successor in interest to Accessory Brands, Inc. and Soccer United Marketing, LLC.