

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as administrative agent		12/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Allen Edmonds Corporation		
Street Address:	201 E. Seven Hills Road		
City:	Port Washington		
State/Country:	WISCONSIN		
Postal Code:	53974		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4796874	ROAD WARRIORS	
Registration Number:	4717087	19 22	
Registration Number:	4203180	ALLEN EDMONDS	
Registration Number:	4846214	HONORS COLLECTION	
Registration Number:	3990695	THE GREAT AMERICAN SHOE COMPANY	
Registration Number:	3439404	WOODLORE	
Registration Number:	2515047	RECRAFTPAK	
Registration Number:	2374254	RECRAFTING	
Registration Number:	1506749	WOODLORE	
Registration Number:	1479246	ALLEN EDMONDS	
Registration Number:	0836333	SHOE BANK	
Registration Number:	0822911	ALLEN EDMONDS	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	bcipdocketing@bryancave.com		
Correspondent Name:	Daniel A. Crowe		

TRADEMARK

Address Line 1:	211 North Broadway, Suite 3600
Address Line 4:	St. Louis, MISSOURI 63102-2750

ATTORNEY DOCKET NUMBER:	C000112/0397543
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NAME OF SUBMITTER:	Daniel A. Crowe
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SIGNATURE:	/Daniel A. Crowe/
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DATE SIGNED:	12/21/2016
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT RELEASE

This TRADEMARK SECURITY AGREEMENT RELEASE (this "**Release**"), dated as of December 13, 2016, is made by Antares Capital LP, as administrative agent (in such capacity, the "**Agent**") for the Secured Parties in favor of Allen Edmonds Corporation, a Wisconsin corporation (the "**Grantor**"). All capitalized terms used herein without definition are used as defined in the Credit Agreement and the Guaranty and Security Agreement referenced below.

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 16, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time prior to the date hereof, the "**Credit Agreement**") among the Grantor, as Borrower, the other Credit Parties thereto, the Lenders, the L/C Issuers from time to time party thereto, and Antares Holdings LP, as Agent to the Lenders and the L/C Issuers, the Grantor and the other Credit Parties executed and delivered that certain Guaranty and Security Agreement (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement", dated as of February 16, 2016 in favor of the Agent; and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of February 16, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "**Trademark Security Agreement**") in favor of the Agent, pursuant to which the Grantor mortgaged, pledged and hypothecated to Agent for the benefit of the Secured Parties and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in, among other collateral as set forth therein, all of its right, title and interest in, to and under all of its United States Trademarks (other than all Excluded Property, including, without limitation "intent-to-use" Trademark applications), including without limitation those that are on Schedule A hereto (the "**Trademark Collateral**").

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 23, 2016 at Reel 5737 and Frame 0752; and

WHEREAS, the Agent wishes to terminate and release its Lien on and security interest in, to and under the Trademark Collateral.

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

SECTION 1. Release of Grant of Security. The Agent, for itself and on behalf of the Secured Parties, hereby (a) terminates the Trademark Security Agreement, and (b) terminates, cancels, relinquishes, discharges and releases to the Grantor its Lien on and security interest in, to and under, and reassigns to the Grantor, without representation or warranty of any kind, any and all right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademark Collateral listed on Schedule A, granted to it pursuant to the Trademark Security Agreement, and all goodwill of the business connected with the use of, and symbolized by, each trademark and trademark application set forth on Schedule A.

The Agent hereby agrees to duly execute and deliver any further documents and do such other acts as may be reasonably necessary to effect the termination, cancellation, release, relinquishment and discharge of its continuing security interest in, to and under all of the intellectual property contemplated hereby.

SECTION 2. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 3. Execution in Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ANTARES CAPITAL LP,
as Agent

By: 



Name: Stephanie Krebs

Title: Duly Authorized Signatory

SCHEDULE A

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Reg. No.	Reg. Date
ROAD WARRIORS	4796874	18-AUG-2015
19 22 	4717087	07-APR-2015
ALLEN EDMONDS	4203180	04-SEP-2012
HONORS COLLECTION HONORS COLLECTION	4846214	03-NOV-2015
THE GREAT AMERICAN SHOE COMPANY	3990695	05-JUL-2011
WOODLORE	3439404	03-JUN-2008
RECRAPPAK	2515047	04-DEC-2001
RECRAPPAKING	2374254	08-AUG-2000
WOODLORE 	1506749	04-OCT-1988
ALLEN EDMONDS ALLEN EDMONDS	1479246	08-MAR-1988
SHOE BANK	0836333	03-OCT-1967
ALLEN EDMONDS	0822911	24-JAN-1967

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

None