

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549515

<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>
Mackness 1997 Revocable Trust, The		11/14/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Original Footwear Company, The		
<b>Street Address:</b>	5968 Commerce Blvd.		
<b>City:</b>	Morristown		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37814		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2553251	ORIGINAL S.W.A.T.	
<b>Registration Number:</b>	3537465	ORIGINAL S.W.A.T.	
<b>Registration Number:</b>	2805636	ORIGINAL DUTY	
<b>Registration Number:</b>	3109739	SIERRA SNEAKERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2095441085		
<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>	2095545232		
<b>Email:</b>	MPacher@rodsoulaw.com		
<b>Correspondent Name:</b>	Matthew Pacher		
<b>Address Line 1:</b>	100 Sycamore Avenue		
<b>Address Line 2:</b>	Suite 101		
<b>Address Line 4:</b>	Modesto, CALIFORNIA 95354		
<b>NAME OF SUBMITTER:</b>	Matthew Pacher		
<b>SIGNATURE:</b>	/Matthew Pacher/		
<b>DATE SIGNED:</b>	11/14/2019		
<b>Total Attachments: 10</b> source=RELEASE#page1.tif			

OP \$115.00 2553251

source=RELEASE#page2.tif  
source=RELEASE#page3.tif  
source=RELEASE#page4.tif  
source=RELEASE#page5.tif  
source=RELEASE#page6.tif  
source=RELEASE#page7.tif  
source=RELEASE#page8.tif  
source=RELEASE#page9.tif  
source=RELEASE#page10.tif

## RELEASE OF SECURITY INTERESTS

This Release of Security Interests ("Release") is made as of November 14, 2019 ("Effective Date") by Terry Mackness and Judith Mackness, Trustees of The Mackness 1997 Revocable Trust (the "Lender").

WHEREAS, pursuant to that certain Agreement and Plan of Merger between The Original Footwear Company and Outdoor Gear, Inc. dated January 12, 2009, Lender agreed to accept that certain Promissory Note in the principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) as partial payment in connection with the merger (the "Promissory Note") which was secured by that certain Intellectual Property Security Agreement (the "Agreement"), filed with the United States Patent and Trademark Office ("USPTO") on February 5, 2009 as document number 103546769, a copy of which is attached hereto as Exhibit A.

WHEREAS, among other things, the Agreement granted a security interest to Lender in the following trademarks: Original S.W.A.T. (USPTO Registration No. 3537465), Original S.W.A.T. (USPTO Registration No. 2553251), Original Duty (USPTO Registration No. 2805636), and Sierra Sneakers (USPTO Registration No. 3109739), and certain other intellectual property described in the Agreement (such trademarks and other intellectual property being collectively referred to as the "Trademarks") to secure the indebtedness to Lender.

WHEREAS, the Promissory Note has been paid in full and Lender desires to release its security interest in the Trademarks granted pursuant to the Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, Lender agrees to the following:

1. Release of Lender's Security Interest. Lender hereby releases and discharges any and all security interests it has in the Trademarks, including without limitation, the Original S.W.A.T. (USPTO Registration No. 3537465), Original S.W.A.T. (USPTO Registration No. 2553251), Original Duty (USPTO Registration No. 2805636), and Sierra Sneakers (USPTO Registration No. 3109739) trademarks, and hereby waives any and all claims or interest it has or might have in and with respect to the Trademarks.

2. Further Actions. Lender hereby authorizes its representative, Matthew Pacher, to deliver this executed Release to The Original Footwear Company and to file any releases or terminations necessary to release any lien(s) on the Trademarks created by or as a result of the Agreement. Upon the reasonable request of The Original Footwear Company, Lender agrees to execute, deliver or file, if necessary, at The Original Footwear Company's sole expense, any and all releases, instruments and/or other documents and take any and all further actions that may be necessary to release any lien(s) on the Trademarks created by or as a result of the Agreement.

3. Governing Law. This Agreement is governed by and is construed in accordance with the laws of California, without reference to its principles of conflicts of laws.

4. Successors and Assigns; Third Party Beneficiaries. This Release shall be binding upon and inure to the benefit of all successors and assigns of Lender and The Original Footwear Company.

5. Counterparts. This Release may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An electronically delivered (e.g., facsimile or e-mail) copy of an original signature will be deemed to be an original signature for purpose of execution and delivery of this Release.

IN WITNESS WHEREOF, Lender has executed this Release of Security Interests as of the Effective Date.

THE MACKNESS 1997 REVOCABLE TRUST

By:   
Terry Mackness  
Trustee

By:   
Judith Mackness,  
Trustee

02-05-2009



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

103546769

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):

The Original Footwear Company

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

Citizenship (see guidelines) California, USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) January 12, 2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Mackness 1997 Revocable Trust

Internal

Address:

Street Address: 4213 Technology Drive

City: Modesto

State: CA

Country: USA

Zip: 95356

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Trust

Citizenship California, USA  
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)

B. Trademark Registration No.(s)

2553251; 3537465; 2895636; 3109739

Additional sheet(s) attached?  Yes  No

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

Original S.W.A.T. (footwear); Original S.W.A.T. (carryall bags, shirts, socks, and hats); Original Duty; Sierra Sneakers

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

Name: Matthew Pacher

Internal Address:

Street Address: Damrell, Nelson, Schrimp, Pallios,

Pacher & Silva 1601 I Street, 5th Floor

City: Modesto

State: CA

Zip: 95354

Phone Number: (209) 526-3500

Fax Number: (209) 526-3534

Email Address: MPacher@damrell.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

82/84/2009 NJAMA1 88000044 2553251

Deposit Account Number 48.00

82 FC:8522 75.00

Authorized User Name

9. Signature:

*Matthew Pacher*

Signature

*February 2, 2009*

Date

Matthew Pacher

Name of Person Signing

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

8

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

EXHIBIT A

TRADEMARK  
REEL: 003931 FRAME: 0135

TRADEMARK  
REEL: 006796 FRAME: 0467

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of January 12, 2009, is entered into by and between THE ORIGINAL FOOTWEAR COMPANY, a California corporation ("Grantor"), and THE MACKNESS 1997 REVOCABLE TRUST ("Lender").

## RECITALS

A. Pursuant to the certain Agreement and Plan of Merger between The Original Footwear Company and Outdoor Gear, Inc., dated January 12, 2009, Lender has agreed, among other things, to accept that certain Promissory Note in the principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) as partial payment in connection with the merger contemplated thereby (the "Promissory Note").

B. Lender is willing to accept the Promissory Note from Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, this Intellectual Property Security Agreement.

## AGREEMENT

1. Definitions. All capitalized terms used by not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral");

(a) all of its Trademarks and all Trademark Applications to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of its rights to the Domain Name referred to in Part B to Schedule I hereto;

(c) all of its Copyrights to which it is a party, including those referred to in Part C to Schedule I hereto; and

(d) all proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, or warranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made

or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties (A) for past, present or future infringement or dilution of any Copyright, Trademark or Trademark Application, or the Domain Name, or (B) for injury to the goodwill associated with any Trademark, or Copyright, or the Domain Name, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the Intellectual Property Collateral, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

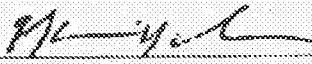
3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provision of which are incorporated by reference herein as if fully set for the herein.

4. Trademark License Agreement. Notwithstanding any other representation contained herein, Grantor has disclosed to Lender and Lender has approved those certain Nonexclusive Revocable License to Use Indicia for Limited Purposes between Grantor and John Star Pty and for the territory of Australia, Nonexclusive Revocable License to Use Indicia for Limited Purposes between the Company and Martinez Albainox for the territory of Spain, Nonexclusive Revocable License to Use Indicia for Limited Purposes between the Company and Mi-Thita Group S.A. for the Territory of Greece, Nonexclusive Revocable License to Use Indicia for Limited Purposes between the Company and the Original Shoe Company Ltd. (Canada), and License Agreement between the Company and SW Original Footwear Company Private Limited for the territories of India, Nepal, and Bangladesh.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

"Grantor"

THE ORIGINAL FOOTWEAR COMPANY

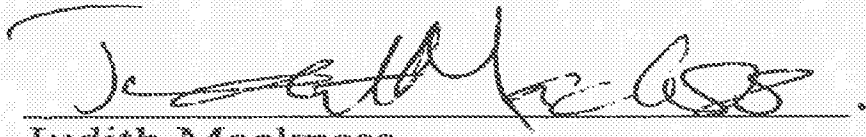
By:   
Name: Kevin Cole  
Title: Chairman of the Board

"Lender"

THE MACKNESS 1997 REVOCABLE TRUST



Terry Mackness  
Trustee



Judith Mackness,  
Trustee



SCHEDULE 1  
(Part A)

TRADEMARKS

Trademarks Owned By Grantor Prior To And On The Closing Date

Original S.W.A.T (Footwear)	USPTO Registration No. 2553251
Original S.W.A.T (carryall bags, shirts, socks, and hats)	USPTO Registration Nos. 2553251 and 2805636
Original Duty (Footwear)	USPTO Registration No. 2805636
Sierra Sneakers (hiking boots)	USPTO Registration No. 3109739
Original S.W.A.T. (Non-boot goods)	USPTO Registration No. 3537465
Original S.W.A.,T. [and Design (Footwear) (Australia)]	Australia Trademark No. 922812
Original S.W.A.T. Footwear (United Kingdom/EU)	United Kingdom: Trademark Application No. 6789499
Original S.W.A.T. (Brazil)	Brazil: Trademark Application No. 828527970
Original S.W.A.T. (Indonesia)	Indonesia: Trademark Application No. DOO 2006 021312
Original S.W.A.T. (Japan)	Registration No. 4820994
Original S.W.A.T. (Canada)	Registration No. TMA 657,164
Original S.W.A.T. (India)	Trademark Application No. 1552027
Original S.W.A.T. (Malaysia)	Trademark Application No. 06010748

SCHEDULE I  
(Part B)

DOMAIN NAME

OriginalSWAT.com

originalduty.com

originalfootwear.com

originaltrac.com

oswat.com

originalswat.com.tw

originalswat.tw

originalswat.mobi

originalswat.org.

originalswat.net

originalswat.info

originalswat.cc

originalswatonline.com

SCHEDULE I  
(Part C)

COPYRIGHTS

None.

ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF Stanislaus )

On Jan. 12, 2009 before me, Linda Caldera,  
a Notary Public in and for said County and State, personally appeared, Kevin Cole  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Linda Caldera

(Seal)

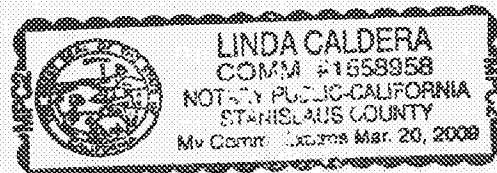
ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF Stanislaus )

On Jan. 12, 2009 before me, Linda Caldera  
a Notary Public in and for said County and State, personally appeared, Terry Macknass and Judith Macknass  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Linda Caldera

(Seal)