

11/17/03

12-12-2003

TRADEMARK RECORD
COVER SHEET



Attorney Docket No.
F380.14-0001

102621234

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party:
Artemis Licensing

Individual(s) Association

General Partnership Limited Partnership

Corporation-State California Other Explain

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Curtis Holdings, LLC

Internal Address: _____

Street Address: 19230 Evans Street

City Elk River State MN ZIP 55330

3. Nature of Conveyance:

Assignment Merger Security Agreement

Change of Name Other Surrender of Security Interest

Execution Date: September 30, 2003

Individual(s) Citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other Limited Liability Company

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

Additional name(s) & address(es) attached? Yes No

4A. Application No.(s)

Additional numbers attached? Yes No

4B. Registration No.(s)

See attached

Additional numbers attached? Yes No

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

Name: Michael J. Pape
KINNEY & LANGE, P.A.

Street Address: THE KINNEY & LANGE BUILDING
312 South Third Street

City: Minneapolis State: MN ZIP 55415-1002

12/11/2003 EDOOPER 00000085 2484098

01 FC:8521 40.00 DP
02 FC:8522 125.00 DP

Repin. Ref: 12/11/2003 EDOOPER 0009032900
D#:110982 Name/Number:2484098
FC: 9204 \$75.00 CR

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6)):.....\$ 240.00

8. Method of Payment
 Enclosed
 The Commissioner is authorized to charge payment of any additional recording fees or credit any overpayment to deposit account No. 11-0982. A duplicate copy of this page is enclosed.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael J. Pape
Name of Person Signing

Michael Pape
Signature

11/12/03
Date

11-17-2003
U.S. Patent & TMO/c/TM Mail Rcpt Dt. #58

Total number of pages including cover sheet, attachments and document: [14]

Attachment to Recordation Form Cover Sheet, Block 4B. - Registration Nos.

Fed. Reg. No. 2,484,098 - O (Stylized)

Fed. Reg. No. 2,137,922 - SHOES FOR THE DAILY GRIND

Fed. Reg. No. 2,190,714 - SOAP

Fed. Reg. No. 2,361,034 - SOAP

Fed. Reg. No. 2,189,162 - UHF

Fed. Reg. No. 2,202,708 - UHF (Logo)

SURRENDER OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS SURRENDER OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Surrender"), dated as of June ___ 2003 (the "Effective Date"), is made by ARTEMIS LICENSING, a California corporation ("Seller"), in favor of CURTIS HOLDINGS, LLC, a Minnesota limited liability company ("Grantor").

RECITALS

- A. Pursuant to that certain Intellectual Property Purchase Agreement dated as of May 30, 2002 by and between Grantor and Seller (the "Purchase Agreement"), Seller agreed to sell the Intellectual Property to Grantor pursuant to the terms and conditions of the Purchase Agreement; and
- B. Seller was willing to sell the Intellectual Property to Grantor as provided for in the Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Seller the Intellectual Property Security Agreement (the "Security Agreement") to secure the Grantor's complete and timely performance of, and its compliance with, all of its covenants, agreements, representations, warranties, indemnities and other obligations contained in the Purchase Agreement.

NOW, THEREFORE, recognizing and accepting the full, complete and entire completions of Grantor's obligations under the Intellectual Property Security Agreement, the Seller hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.
2. SURRENDER OF INTELLECTUAL PROPERTY SECURITY INTEREST. Seller hereby certifies that the Seller no longer claims a security interest, lien, or debt under the Security Agreement or any financing statement(s) that Seller may have filed. Seller agrees to notify Grantor of any financing statement(s) it may have filed and to assist Grantor as necessary in filing any and all papers to terminate such financing statement(s). Seller hereby further agrees to discharge Grantor of any and all obligations, duties, or burdens, on or under the Security Agreement, and to terminate, cancel, surrender and release the security interest created in all of Grantor's right, title and interest in, to and under, the following intellectual property (collectively, the "Collateral"):
 - (a) the trademarks and domain names shown on Schedule 1 attached hereto (the "Marks"), in all their various forms currently in use on or in connection with men's and women's footwear, apparel, accessories and any other items, including but not limited to those shown on Schedule 1 hereto, including,

without limitation, the Marks as they appear in the registrations or any common law use of the Marks;


- (b) the United States patents and patent applications set forth in Schedule 2 attached hereto (the "Patent Rights"), and any domestic or foreign patents issued thereupon, including foreign counterpart applications, patents issued upon foreign counterpart applications, continued-prosecution applications, continuations, divisionals or continuation-in-part applications or as described in Schedule 2 hereto, together with any improvements thereto;
- (c) all blueprints, molds, techniques and methodology known to Grantor in connection with manufacture of the footwear and grind plates heretofore made by Grantor, including, inter alia, all factual knowledge and information owned or controlled by Grantor that may or may not be capable of precise, separate definition but which, in accumulated form, provides and ability to produce and market the Products;
- (d) the License Agreement;
- (e) any goodwill of the business connected with the use of, and symbolized by, the Marks; and
- (f) all "Proceeds" of the foregoing, including, without limitation, any claim by Grantor or for the benefit of Grantor against third parties for past, present or future (i) infringement or dilution of either of the Patent Rights or the Marks or (ii) injury to the goodwill associated with the Marks.

3. ACKNOWLEDGMENT OF SELLER. Seller acknowledges Grantor has made full satisfaction of all of its payment obligations under the Purchase Agreement, and any and all subsequent modifications or amendments thereto, and at the time of full satisfaction there was no Default. Seller further acknowledges that the Grantor has fulfilled and fully satisfied all obligations of the Security Agreement, including but not limited to notice and maintenance related to the Collateral.

IN WITNESS THEREOF, Seller has caused this Surrender of Intellectual Property Security Interest to be executed and delivered by its duly authorized officer as of the date first set forth above.

"SELLER"

ARTEMIS LICENSING
a California corporation

By: 
Anthony E. Armand
Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

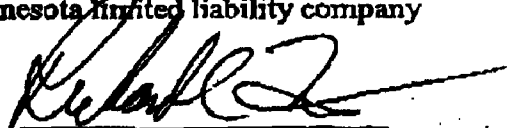
On June _____, 2003, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the same.

WITNESS my hand and official seal.

Notary Public in and for said County and State

ACCEPTED and ACKNOWLEDGED by:

CURTIS HOLDINGS, LLC,
a Minnesota limited liability company

By: 
Richard C. Foster
Chief Manager

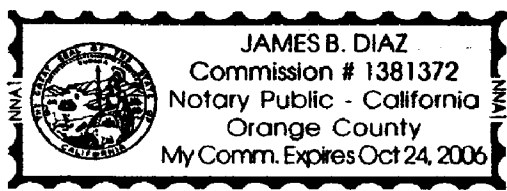
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of ORANGE } ss.

On September 30, 2003 before me, JAMES B. DIAZ, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ANTHONY E. ARMAND
Name(s) of Signer(s)

personally known to me
 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.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SURRENDER OF INSTRUMENT PROPERTY SECURITY INTEREST

Document Date: _____ Number of Pages: 11

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: ANTHONY E. ARMAND

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: ARTEMIS LICENSING



SCHEDULE 1**MARKS**

MARK	COUNTRY	STATUS	DATE
SOAP	Argentina	Ser. No. 2191792	Filed 12/10/98
SOAP	Argentina	Ser. No. 2212910	Filed 4/9/99
SOAP	Australia	Reg. No. 763601	Registered 01/15/99
UHF	Australia	Reg. No. 780682	Registered 9/17/99
SOAP	Benelux	Reg. No. 641791	Registered 7/5/99
SOAP (logo)	Brazil	Ser. No. 821581090	Filed 4/28/99
SOAP	Chile	Reg. No. 552899	Registered 11/12/99
UHF	Chile	Reg. No. 552898	Registered 11/12/99
SOAP	China	Ser. No. 9800063827	Filed 6/12/98
UHF	China	Ser. No. 9800013518	Filed 2/20/98
UHF	European Union (CTM)	Reg. No. 703207	Registered 7/5/99
SOAP	Hong Kong	Reg. No. 13975/1999	Registered 12/23/98
UHF	Hong Kong	Reg. No. B5799/2000	Registered 12/23/98
SOAP	Indonesia	Ser. No. D9727301	Filed 12/15/97
SOAP	Israel	Reg. No. 129257	Registered 7/19/99
UHF	Israel	Ser. No. 129258	Filed 7/19/99
UHF	Japan	Reg. No. 4238990	Registered 2/12/99
SOAP	Lebanon	Reg. No. 78881	Registered 2/17/99
UHF	Lebanon	Reg. No. 78882	Registered 2/17/99
SOAP	Mexico	Reg. No. 647305	Registered 3/27/00
UHF	Mexico	Reg. No. 647304	Registered 3/27/00
SOAP	New Zealand	Reg. No. 292928	Registered 5/28/98
UHF	New Zealand	Reg. No. B302446	Registered 12/9/98
SOAP	Oman	Ser. No. 19233	Filed 12/15/98
UHF	Oman	Ser. No. 19234	Filed 12/15/98
SOAP	Panama	Ser. No. 104002	Filed 11/25/99
UHF	Panama	Ser. No. 104001	Filed 11/25/99
SOAP	Qatar	Ser. No. 19860	Filed 12/24/98
UHF	Qatar	Ser. No. 19859	Filed 12/24/98
SOAP	Singapore	Ser. No. 15188/97	Filed 12/13/97
UHF	Singapore	Ser. No. 15189/97	Filed 12/13/97
SOAP	South Africa	Reg. No. 098/22692	Registered 1/03/02

UHF	South Africa	Ser. No. 098/23113	Filed 12/21/98
SOAP	South Korea	Reg. No. 431629	Registered 11/30/98
SOAP	South Korea	Reg. No. 450462	Registered 7/5/99
UHF	South Korea	Reg. No. 429277	Registered 11/12/98
UHF	South Korea	Reg. No. 450463	Registered 7/5/99
SOAP	Taiwan	Reg. No. 889924	Registered 4/16/00
UHF	Taiwan	Reg. No. 840814	Registered 2/16/99
SOAP	Thailand	Reg. No. 93469	Registered 9/18/98
UHF (logo)	Thailand	Ser. No. 381480	Filed 2/24/99
SOAP	United Arab Emirates	Ser. No. 030813	Filed 4/12/99
UHF	United Arab Emirates	Ser. No. 030814	Filed 4/12/99
O (Stylized)	U.S.	Fed. Reg. No. 2,484,098	Registered 9/4/01
SHOES FOR THE DAILY GRIND	U.S.	Fed. Reg. No. 2,137,922	Registered 2/17/98
SOAP	U.S.	Fed. Reg. No. 2,190,714	Registered 9/22/98
SOAP	U.S.	Fed. Reg. No. 2,361,034	Registered 6/27/00
UHF	U.S.	Fed. Reg. No. 2,189,162	Registered 9/15/98
UHF (logo)	U.S.	Fed. Reg. No. 2,202,708	Registered 11/10/98
SOAP	Uruguay	Reg. No. 310341	Registered 10/4/99
UHF	Uruguay	Reg. No. 310340	Registered 10/4/99
SOAP	Vietnam	Reg. No. 31,531	Registered 7/13/99
UHF	Vietnam	Reg. No. 31,532	Registered 7/13/99

TRADEMARK	PRODUCT
O (Stylized)	Footwear; apparel, namely headgear (Note: t-shirts and shirts removed per agreement with Tee-Jays).
SHOES FOR THE DAILY GRIND	Footwear.
SOAP	Footwear; apparel, namely, t-shirts and shirts; and headgear.
UHF	Footwear and headwear.

THE FOLLOWING URL's: soapshoes.com; soap-shoes.net; and soap-shoes.com

SCHEDULE 2

PATENTS

U.S. UTILITY PATENTS:

- 1) U.S. Patent No.: 6,006,451
Issue Date: December 28, 1999
Title: Apparatus With Grinding Plate And Method of Making Same
- 2) U.S. Patent No.: 5,970,631
Issue Date: October 26, 1999
Title: Footwear for Grinding
- 3) U.S. Patent No.: 6,041,525
Issue Date: March 28, 2000
Title: Footwear Grinding Apparatus with Flanking Bearing Surfaces
- 4) U.S. Patent No.: 6,006,450
Issue Date: December 28, 1999
Title: Wear Resistant Grind Shoe Apparatus
- 5) U.S. Patent No.: 6,115,946
Issue Date: September 12, 2000
Title: Method for Making Footwear Grinding Apparatus
- 6) U.S. Patent No. 6,158,150
Issue Date: December 12, 2000
Title: Longitudinal Grind Plate
- 7) U.S. Patent No. 6,195,918
Issue Date: March 6, 2001
Title: Grinding Apparatus with Flexible Plate
- 8) U.S. Patent No. 6,195,920
Issue Date: March 6, 2001
Title: Grinding Footwear Apparatus with Storage Compartment
- 9) U.S. Patent No. 6,151,806
Issue Date: November 28, 2000
Title: Grinding Footwear Apparatus Including Plate with Braking Surfaces
- 10) U.S. Patent No. 6,247,251
Issue Date: June 19, 2001
Title: Grind Plate with Removable Inserts

- 11) U.S. Patent No. 6,357,145
Issue Date: March 19, 2002
Title: High Performance Lightweight Grind Shoe Apparatus

U.S. UTILITY APPLICATIONS:

- 1) U.S. Patent Application No.: 09/737,134 (Notice of Allow. received, Issue Fee paid 9/02)
Filing Date: December 13, 2000
Title: High Flex Grind Shoe

U.S. DESIGN PATENTS:

- 1) U.S. Design Patent No.: D401,739
Issue Date: December 1, 1998
Title: Grinding Plate for Shoes
- 2) U.S. Design Patent No.: D404,550
Issue Date: January 26, 1999
Title: Combination Grinding Shoe Sole and Plate
- 3) U.S. Design Patent No.: D412,778
Issue Date: August 17, 1999
Title: Shoe Sole
- 4) U.S. Design Patent No.: D414,021
Issue Date: September 21, 1999
Title: Tread for a Shoe Sole
- 5) U.S. Design Patent No.: D408,123
Issue Date: April 20, 1999
Title: Shoe Upper
- 6) U.S. Design Patent No.: D412,779
Issue Date: August 17, 1999
Title: Combined Midsole and Grinding Shoe Outsole
- 7) U.S. Design Patent No.: D420,789
Issue Date: February 22, 2000
Title: Shoe Upper
- 8) U.S. Design Patent No.: D413,193
Issue Date: August 31, 1999
Title: Shoe Midsole

- 9) U.S. Design Patent No.: D414,320
Issue Date: September 28, 1999
Title: Shoe Upper
- 10) U.S. Design Patent No.: D426,374
Issue Date: June 13, 2000
Title: Grind Plate
- 11) U.S. Design Patent No.: D426,948
Issue Date: June 27, 2000
Title: Grind Plate
- 12) U.S. Design Patent No.: D440,386
Issue Date: April 17, 2001
Title: Low Profile Grind Plate

FOREIGN UTILITY PATENTS:

- 1) Foreign Patent No.: NI-107638 (Taiwan)
Issue/Grant Date: October 1, 1999
Title: Footwear Incorporating Grind Plate

FOREIGN UTILITY APPLICATIONS:

- 1) Foreign Application No.: 2261881 (Canada)
Filing Date: January 22, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
- 2) Foreign Application No.: 97197566.3 (China)
Filing Date: March 1, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
- 3) Foreign Application No.: 97933355.6 (EPC)
Filing Date: February 18, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
- 4) Foreign Application No.: 10-506983 (Japan)
Filing Date: January 25, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
- 5) Foreign Application No.: 99/00845 (Mexico)
Filing Date: January 22, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same

- 6) Foreign Application No.: S19990091 (Viet Nam)
Filing Date: January 9, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
- 7) Foreign Application No.: S19990090 (Viet Nam)
Filing Date: February 9, 1999
Title: Grinding Apparatus and Associated Footwear
- 8) Foreign Application No.: 99/00463 (Mexico)
Filing Date: January 11, 1999
Title: Grinding Apparatus and Associated Footwear

FOREIGN DESIGN PATENTS:

- 1) Foreign Design Patent No.: 2071510 (U.K.)
Issue/Grant Date: August 25, 1998
Title: Grinding Shoe Sole and Plate Design
- 2) Foreign Design Patent No.: 137579 (Australia)
Issue/Grant Date: January 7, 1998
Title: Grinding Shoe Sole and Plate Design
- 3) Foreign Design Patent No.: 141779/1 (Spain)
Issue/Grant Date: September 3, 1999
Title: Grinding Shoe Sole and Plate Design
- 4) Foreign Design Patent No.: M9712024.3 (Germany)
Issue/Grant Date: August 18, 1998
Title: Grinding Shoe Sole and Plate Design
- 5) Foreign Design Patent No.: 29395-01 (Benelux)
Issue/Grant Date: August 21, 1998
Title: Grinding Shoe Sole and Plate Design
- 6) Foreign Design Patent No.: 98300231.2 (China)
Issue/Grant Date: January 30, 1999
Title: Grinding Shoe Sole and Plate Design
- 7) Foreign Design Patent No.: ND-065599 (Taiwan)
Issue/Grant Date: December 31, 1997
Title: Grinding Shoe Sole and Plate Design
- 8) Foreign Design Patent No.: 503853 (France)
Issue/Grant Date: May 29, 1998
Title: Grinding Shoe Sole and Plate Design

- 9) Foreign Design Patent No.: 1054765 (Japan)
Issue/Grant Date: August 13, 1999
Title: Grinding Shoe Sole and Plate Design
- 10) Foreign Design Patent No.: 229564 (Korea)
Issue/Grant Date: October 14, 1998
Title: Grinding Shoe Sole and Plate Design
- 11) Foreign Design Patent No.: 5574 (Viet Nam)
Issue/Grant Date: December 12, 1999
Title: Grinding Shoe Sole and Plate Design