

01-23-2003



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECO
TRADEMARK REGISTRATION NO. 102344502

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Deckers Outdoor Corporation

1-21-03

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: **The Peninsula Fund III Limited Partnership**

Internal Address: **Suite 2500**

Street Address: **535 Girswold Street**

City: **Detroit** State: **MI** Zip: **48226**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership **Delaware**
- Corporation-State
- Other

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

3. Nature of conveyance:

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

Execution Date: **November 25, 2002**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **75/487,455**

B. Trademark Registration No.(s) **1,875,336**

Additional number(s) attached Yes No

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

Name: **David R. Haarz**

Internal Address: **Suite 800**

Street Address: **1901 L Street, N.W.**

City: **Washington** State: **DC** Zip: **20036**

6. Total number of applications and registrations involved:

43

7. Total fee (37 CFR 3.41)

\$ 1115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1061

(Attach duplicate copy of this page if paying by deposit account)

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.

David R. Haarz

Name of Person Signing

David R. Haarz
Signature

December 30, 2002

Date

45

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/22/2003 LMJELLER 00000145 041061 75487455

01 FC:0521 40.00 CH
02 FC:0522 1050.00 CH

TRADEMARK
REEL: 002656 FRAME: 0715

**List of Additional TM Application Nos. and Registration Nos. Patent and TM
Security Agreement Between Deckers Outdoor Corporation and The Peninsula
Fund III Limited Partnership**

<u>Application Nos.</u>	<u>Registration Nos.</u>	
76/346,080	2,168,665	1,920,965
75/591,242	2,302,321	2,553,093
75/982,232	1,805,363	2,065,631
78/047,242	2,344,447	2,014,052
75/982,664	2,299,118	2,406,569
76/238,323	2,366,640	1,866,458
	1,460,992	2,062,045
	2,314,853	2,029,264
	1,973,743	2,358,376
	1,237,456	
	1,815,985	
	2,346,256	
	1,086,470	
	1,823,779	
	2,311,393	
	2,321,025	
	1,394,947	
	2,418,240	
	2,072,410	
	2,548,729	
	2,311,906	
	2,329,271	
	2,301,460	
	2,058,612	
	2,377,458	
	2,011,112	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (as may be amended from time to time, this "Agreement"), dated as of November 25, 2002, is entered into by and between Deckers Outdoor Corporation, a Delaware corporation ("Debtor"), and The Peninsula Fund III Limited Partnership, a Delaware limited partnership ("Secured Party"), with reference to the following facts:

RECITALS

A. Concurrent herewith, Debtor and Secured Party are entering into the Note Purchase Agreement, dated as of November 25, 2002 (the "Note Purchase Agreement"), pursuant to which Secured Party will be extending certain financial accommodations to Debtor.

B. In order to induce Secured Party to enter into the Note Purchase Agreement and in consideration thereof, Debtor has agreed to execute and deliver to Secured Party this Agreement, securing the payment of performance of the Senior Subordinated Obligations of Debtor under the Note Purchase Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

AGREEMENT

1. Definitions and Construction.

(a) Definitions. All initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Note Purchase Agreement. In addition, the following terms, as used in this Agreement, have the following meanings:

"Bankruptcy Code" means The Bankruptcy Reform Act of 1978 (Pub. L. No. 95-598; 11 U.S.C.), as amended or supplemented from time to time, or any successor statute, and any and all rules and regulations issued or promulgated in connection therewith.

"Code" means the Michigan Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) All of Debtor's right, title, and interest, in and to the trademarks and rights and interests which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in

whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) All of Debtor's right, title, and interest, in and to the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) or by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Debtor's right, title, and interest, in and to the patents and patent applications listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(iv) All of Debtor's right, title, and interest, in and to the trademarks and trademark registrations listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtor's right, title and interest, in all patentable inventions, and to file applications for patents under federal patent law or regulation of any foreign country, and to request re-examination and/or re-issue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of Debtor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(vii) All general intangibles relating to the foregoing; and

(viii) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Debtor" shall have the meaning set forth in the introduction hereto.

"Event of Default" shall have the meaning set forth in Section 11 herein.

"Secured Party" shall have the meaning set forth in the introduction hereto.

(b) Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Note Purchase Agreement. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Secured Party or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Secured Party, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Secured Party and Debtor.

2. Grant of Security Interest. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

3. Further Assurances.

(a) Debtor agrees that from time to time, at the expense of Debtor, Debtor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, promptly make, execute, acknowledge and deliver, and file and record in the United States Patent and Trademark Office, all instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Debtor will: (i) at the request of Secured Party, mark conspicuously each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to Secured Party, indicating that such Collateral is subject to the security interest granted hereby; (ii) execute and file such financing or continuation statements, or amendments thereto, and such other instrument or notices, as may be necessary or desirable, or as Secured Party may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby; (iii) at any reasonable time during normal business hours, upon demand by Secured Party, allow inspection of the Collateral by Secured Party, or persons designated by Secured Party; and (iv) appear in and defend any action or proceeding that may affect Debtor's title to or Secured Party's security interest in the Collateral; *provided, however,* that such action or proceeding will have in Debtor's reasonable business judgment a material adverse effect on the value of the Collateral.

(b) Debtor will furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request.

4. Representations, Warranties and Covenants. Debtor hereby represents, warrants, and covenants that:

(a) a true and complete schedule setting forth all patent and patent applications owned or controlled by Debtor or licensed to Debtor, together with the title and filing or issuance dates thereof, is set forth on Schedule A;

(b) a true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Debtor or licensed to Debtor, together with the filing or issuance dates thereof, is set forth on Schedule B;

(c) each of the patents, trademarks, and trademark registrations are subsisting and have not been adjudged invalid or unenforceable in whole or in part, except as set forth on Schedule C;

(d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, patent applications, trademarks, and trademark registrations, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons, except as may be set forth on Schedule D;

(e) Debtor has used and will continue to use proper statutory notice in connection with its use of each of the patents and trademarks;

(f) Debtor has used and will continue to use consistent standards of high quality (which may be consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the patents and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the patents and trademarks that in Debtor's reasonable business judgment have sufficient value to justify maintenance; and

(g) except for the filing of a financing statement with the Secretary of State of Delaware and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtor or for the perfection of or the exercise by Secured Party of its rights hereunder to the Collateral in the United States.

5. After-Acquired Patent or Trademark Rights.

(a) If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, divisional, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patents, and shall promptly deliver to Secured Party an amended Schedule A. Debtor shall bear any expenses incurred in connection with any future patent applications.

(b) If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party, at the end of each fiscal quarter, with respect to any such new trademark registration and applications or renewal or extension of any trademark registration, and shall immediately deliver to Secured Party an amended Schedule B. Debtor shall bear any expenses incurred in connection with future applications for trademark registration.

6. Indemnification. Debtor hereby agrees to indemnify and hold harmless Secured Party from any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including attorneys' fees and attorneys' fees incurred pursuant to the Bankruptcy Code) of any kind whatsoever that may be imposed on, incurred by or asserted against Secured Party in connection with, or in any way arising out of, any such suits, proceedings or other action concerning, or the defense of, any such suits, proceedings or other actions, whether that claim is made by Debtor or any other person, and for any damages and lost profits that may be awarded as a consequence of any such suits, proceedings or other actions, in which, with respect to all of the above, an allegation of the liability, strict or otherwise, of Debtor is or may be made by any person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement, or improper use, howsoever arising or by whomsoever caused, or an inventions disclosed and claimed in the patents.

7. Litigation and Proceedings. Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Secured Party any information with respect thereto requested by Secured Party. Secured Party shall provide at Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Secured Party of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the patents or trademarks, its right to apply for the same, or its right to keep and maintain such patent or trademark rights; *provided, that*, such proceeding is likely to have or any such adverse determination has a material adverse impact on the value of the Collateral.

8. Power of Attorney. Debtor irrevocably grants Secured Party power of attorney, coupled with an interest, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following an Event of Default in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this agreement, including, without limitation, as may be subject to the provisions of this Agreement:

(a) to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Secured Party to use or maintain the Collateral;

(b) to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Secured Party's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person; and

(d) to file any such application, instrument or document as may be required by the United States Patent and Trademark Office in order to transfer the Collateral into the name of the Secured Party or Secured Party's nominee.

9. Right to Inspect. Debtor grants to Secured Party and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business.

10. Appraisals. Upon the request of Secured Party, Debtor shall deliver to Secured Party an appraisal, issued by an appraiser of Secured Party's choice, of the domestic and international patents, patent applications, trademarks and trademark registrations and applications for all of the above. Debtor shall disclose to the appraiser all information concerning such items as requested by the appraiser and all other information known to Debtor that would have an effect on the value of any such items.

11. Events of Default. The occurrence of any Event of Default under the Note Purchase Agreement shall constitute an event of default ("Event of Default") hereunder.

12. Specific Remedies. Upon the occurrence of any Event of Default, Secured Party shall have, in addition to, other rights given by law or in this Agreement, the Note Purchase Agreement, or in any other agreement or document entered into in connection herewith or therewith, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

(a) Secured Party may notify Debtor or other licensees of the Collateral to make royalty payments on such license agreements directly to Secured Party;

(b) Secured Party may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Secured Party deems advisable. Debtor shall file any such application, instrument or document as may be required by the United States Patent and Trademark Office in order to transfer the Collateral into the name of the Secured Party or Secured Party's nominee. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor five (5) days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by Secured Party, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Secured Party shall also give notice of the time and place by publishing a notice one time at least five (5) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(c) Secured Party may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Secured Party at such sale.

13. General Provisions.

13.1 Effectiveness of This Agreement. This Agreement shall be binding and deemed effective when executed by Debtor and accepted and executed by Secured Party.

13.2 Cumulative Remedies; No Prior Recourse to Collateral. The enumeration herein of Secured Party's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that the Secured Party may have under the Code or other applicable law. Secured Party shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

13.3 No Implied Waivers. No act, failure, or delay by Secured Party shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Secured Party of any provision of this Agreement or the Note Purchase Agreement, or of a breach or default hereunder or thereunder, or of any right or remedy which the Secured Party may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by Secured Party shall affect its rights to require strict performance of this Agreement.

13.4 Severability. If any provision of this Agreement shall be prohibited or invalid, under applicable law, it shall be effective only to such extent, without invalidating the remainder of this Agreement.

13.5 Governing Law. This Agreement shall be deemed to have been made in the State of Michigan and shall be governed by and interpreted in accordance with the laws of such state, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

13.6 Jurisdiction and Venue. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER AGREEMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF WAYNE, STATE OF MICHIGAN, *PROVIDED, HOWEVER,* THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT SECURED PARTY'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SECURED PARTY ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. DEBTOR AND SECURED PARTY WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF *FORUM NON CONVENIENS* OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 13.6.

13.7 Waiver of Trial By Jury. DEBTOR AND SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND

SECURED PARTY REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

13.8 Survival of Representations and Warranties. All of Debtor's representations and warranties contained in this Agreement shall survive the execution, delivery, and acceptance thereof by the parties, notwithstanding any investigation by Secured Party or its agents.

13.9 Fees and Expenses. Debtor shall pay to Secured Party on demand all reasonable costs and expenses that the Secured Party pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Secured Party; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Secured Party arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement regarding costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of past judgment reasonable attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

13.10 Notices. Except as otherwise provided herein, all notices, demands and requests that Debtor or Secured Party are required or elect to give to the other shall be sent in accordance with Section 12.3 and Annex I of the Note Purchase Agreement.

13.11 Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by Debtor without the prior written consent of Secured Party. The rights and benefits of Secured Party hereunder shall, if Secured Party so agrees, inure to any party acquiring any interest in the Obligations or any part thereof.

13.12 Modification. This Agreement is intended by Debtor and Secured Party to be the final, complete, and exclusive expression of the agreement between them respecting the

subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by Debtor and a duly authorized officer of Secured Party.

13.13 Counterparts. This Agreement may be executed in any number of counterparts, and by Secured Party and Debtor in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

13.14 Captions. The captions contained in this Agreement are for convenience only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

13.15 Termination By Secured Party. After termination of the Note Purchase Agreement and when Secured Party has received payment and performance, in full, of all Obligations, Secured Party shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder.

13.16 Subordination. All rights of the Secured Party hereunder shall be expressly subject to the terms of a Senior Subordination Agreement dated November 25, 2002 among Comerica Bank – California, Secured Party, the Debtor and UGG Holdings, Inc., a California Corporation, as amended or modified from time to time.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

DECKERS OUTDOOR CORPORATION,
a Delaware corporation

By: _____



Name: M. Scott Ash

Title: Chief Financial Officer

THE PENINSULA FUND III LIMITED
PARTNERSHIP,
a Delaware limited partnership

By: _____

Name: Scott A. Reilly

Title: President and Chief Investment Officer

DETROIT 698934v02 11/20/2002

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

DECKERS OUTDOOR CORPORATION,
a Delaware corporation

By: _____

Name: M. Scott Ash

Title: Chief Financial Officer

THE PENINSULA FUND III LIMITED
PARTNERSHIP,
a Delaware limited partnership

By: Peninsula Capital Partners L.L.C.

Its: General Partner

By:  _____

Name: Scott A. Reilly, President

DETROIT 698934v02 11/20/2002

Schedule A
Peninsula Patent and Trademark Security Agreement
Patents and Patent Applications

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
China	FOOTWEAR (Wraptor)	Ser. No. 99312209.4
France	FOOTWEAR (Wraptor)	Reg. No. 994635
Germany	FOOTWEAR (Wraptor)	Reg. No. 499 06 922.6
Japan	FOOTWEAR (Wraptor)	Reg. No. 1090957
South Korea	SPORT SANDAL FOR ACTIVE WEAR (Universal)	Pat. No. 077,573
United Kingdom	FOOTWEAR (Wraptor)	Reg. No. 2085164
United States	FOOTWEAR (Wraptor)	Pat. No. D429,873
United States	FOOTWEAR (Wraptor)	Ser. No. 29/112,515
United States	FOOTWEAR (Ricochet)	Pat. No. 441,175
United States	SURFACE OF A FOOTWEAR SOLE (Kids' North Rim/Kids' Ricochet)	Ser. No. 29/114,038
United States	FOOTWEAR (Wraptor CIP)	Pat. No. D458,009

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
United States	TREAD SURFACE (Tsunami Out/Topsole)	Pat. No. D459,864
United States	TREAD SURFACE (Vector Out/Topsole)	Ser. No. 29/123,276
United States	FOOTWEAR (Mehari)	Pat. No. D460,245
United States	FOOTWEAR (Terra Rover)	Pat. No. D460,246
United States	FOOTWEAR (Psychlone)	Pat. No. D459,863
United States	FOOTWEAR (XPD/Formula)	Pat. No. D459,862
Australia	SPORT SANDAL (Universal)	Pat No. 599880
Australia	FOOTWEAR SECUREMENT SYSTEM	App. No. 17741/01
Australia	FOOTWEAR SOLE AND ARCH STRAPPING SYSTEM (Wraptor)	App. No. 58084/99
Canada	FLEECE SOCK	Ser. No. 2,227,352
China	FOOTWEAR SOLE AND ARCH STRAPPING SYSTEM (Wraptor)	App. No. 99810533.3
European Union	FOOTWEAR SOLE AND ARCH STRAPPING SYSTEM (Wraptor)	App. No. 99945494.5
Mexico	FOOTWEAR SOLE AND ARCH STRAPPING SYSTEM (Wraptor)	App. No. PA/a/2001/002347

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
New Zealand	SPORT SANDAL FOR ACTIVE WEAR (Universal)	Pat. No. 226061
PCT	FOOTWEAR SECUREMENT SYSTEM (Closed Footwear)	Ser. No. WO 01/35782 A1
United States	SPORT SANDAL FOR ACTIVE WEAR (Universal)	Pat No. 4,793,075
United States	SPORT SANDAL CONSTRUCTION (Original)	Pat No. 4,584,782
United States	FOOTWEAR SECUREMENT SYSTEM (closed WraCTOR)	App. No. 10/130457
United States	SELF ADJUSTING FRAME FOR FOOTWEAR (Liquid Frame)	Pat. No. 6,128,835
United States	FOOTWEAR SOLE WITH INTEGRALLY MOLDED SHANK (Dual Density Shank)	Pat. No. 6,061,929
United States	FOOTWEAR SOLE AND ARCH STRAPPING SYSTEM	Ser. No. 09/786,239 (WraCTOR)
United States	FLEECE SOCK	Pat. No. 5,867,837
United States	SHOE SOLE BOTTOM AND PERIPHERY	D398,143

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./</u> <u>REGISTRATION NO.</u>
United States	SOLE BOTTOM AND PERIPHERY FOR FOOTWEAR	D390,348
United States	SANDAL	5,056,241

Schedule B
Peninsula Patent and Trademark Security Agreement
Trademark Applications and Registrations

Deckers and Ugg U.S. Trademarks

<u>Mark</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ALP BOOTS	U.S.	74/479,552	01/11/94	1,875,336	1/24/95
PROTECT ME FROM WHAT I WANT	U.S.	75/044,365	01/16/96	2,168,665	6/23/98
SIMPLE	U.S.	74/577,995	09/26/94	2,302,321	12/21/99
SIMPLE	U.S.	74/233,682	12/27/91	1,805,363	11/16/93
SIMPLE	U.S.	75/438,167	02/23/98	2,344,447	4/25/00
SIMPLEGIRL	U.S.	75/487,455	05/18/98		
SIMPLEGIRL	U.S.	75/977,741	05/18/98	2,299,118	12/7/99
SIMPLEGIRL	U.S.	75/269,775	04/07/97	2,366,640	7/11/00
BABY UGGS	U.S.	76/346,080	12/06/01		
ORIGINAL UGG BOOT UGG AUSTRALIA & Design	U.S.	73/571,139	12/02/85	1,460,992	10/13/87
Sun Design	U.S.	75/249,238	02/28/97	2,314,853	2/1/00
UGG	U.S.	74/668,751	05/01/95	1,973,743	5/14/96
UGHS	U.S.	73/340,604	12/07/81	1,237,456	5/10/83
ALP	U.S.	74/372,141	03/26/93	1,815,985	1/11/94
ALP	U.S.	74/633,280	02/13/95	2,346,256	5/2/00
DECKERS (Driftwood)	U.S.	73/081,884	03/22/76	1,086,470	2/28/78
DECKERS & Design	U.S.	74/175,598	06/13/91	1,823,779	2/22/94

Deckers and UGG Foreign Trademarks

<u>Mark</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SIMPLE	Argentina	1,941,908	10/17/94	1,644,350	9/11/97
UGG (Stylized)	Argentina	1,958,220	01/24/95	1,579,760	10/23/95
SIMPLE (w/Boy Design)	Australia	602,500	05/17/93	A.602,500	5/17/93

Mark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date
UGG Australia (with Sun logo)	Australia	785,466	02/12/99	785,466	8/2/00
UGH	Australia	9/16/21	03/19/82	373,173	3/19/82
UGH BOOTS	Australia	245,662	01/25/71	245,662	1/25/71
SIMPLE	Austria	AM531/98	02/02/98	180,056	1/21/99
UGG	Austria	130,017	03/14/90	130,017	3/14/90
SIMPLE	Benelux	800,319	07/13/93	535,387	7/13/93
UGG	Benelux	856,248	08/25/95	580,847	9/25/95
SIMPLE	Bolivia	94-3195	10/13/94	61825-C	9/6/96
SIMPLEGIRL	Brazil	820846805	06/19/98	820846805	10/17/00
SIMPLEGIRL	Brazil	820846813	06/19/98	820846813	7/18/00
SIMPLEGIRL	Brazil	820846821	06/19/98	200007033	4/10/01
SIMPLEGIRL	Brazil	820843440	06/19/98	820843440	4/10/01
SIMPLE (w/Girl Icon)	Brazil	822847817	06/19/00		
UGG	Brazil	820,846,830	06/19/98		
SIMPLE	Canada	728,428	05/07/93	446,938	9/1/95
SIMPLEGIRL	Canada	880,787	06/08/98		
UGG	Canada	737,338	09/21/93		
UGHS	Canada	480,100	01/19/82	287,645	2/10/84
DECKERS & Design	Canada	402,523	09/22/76	232,394	3/23/79
SIMPLE (w/Girl Icon)	China	2001009868	01/16/01		
SIMPLEGIRL	China	9800059676	06/04/98	1,315,164	9/21/99
SIMPLEGIRL	China	9800059675	06/04/98	1,302,905	8/14/99
SIMPLEGIRL	China	9400059674	06/04/98	1,310,557	9/7/99
SIMPLEGIRL	China	9400059673	06/04/98	1,303,351	8/14/99
UGG	China	94,108,662	10/24/94	880,518	10/14/96
SIMPLE	Colombia	9,404,661	10/12/94	202,853	6/23/97
UGG	Colombia	95 027.546	06/22/95	182,355	12/27/95
SIMPLE	Costa Rica	94,600	11/04/94	94,600	2/2/96
UGG	Costa Rica	N/A	07/28/95	95,581	8/1/96
SIMPLE	Czech Republic	130,449	02/25/98	218447	6/23/99
UGG	Denmark	7157/1995	09/25/95	7569/1995	11/3/95
SIMPLE	Ecuador	50933	10/12/94	4152-95	12/18/95
UGG	El Salvador	3182/95	07/14/95	135	9/9/97
SIMPLEGIRL	Europe	828,798	05/22/98	828,798	3/16/00
SIMPLE (w/Girl Icon)	Europe	1669522	05/22/00		
UGG	Europe	001409721	12/03/99	001409721	1/31/01
UGG	Finland	5532/95	09/27/95	201,889	9/30/96
UGG	France	174,506	12/14/89	1,565,304	12/14/89
SIMPLE	Germany	300 34 627.1/25	05/06/00		
SIMPLE (w/Boy Design)	Germany	N/A	11/16/93	2,076,942	9/5/94
UGG	Germany	S49487/25Wz	11/29/89	1,167,979	11/15/90
SIMPLE	Greece	136,113	02/24/98	136,113	4/18/00
UGG	Greece	126,925	11/08/95	126,925	3/17/98
UGG	Guatemala	004654	07/05/95	84,208	3/4/97
SIMPLE	Honduras	1,805,363	11/16/93	63,745	12/6/95
SIMPLEGIRL	Hong Kong	9,806,416	05/18/98	B07343	5/23/00
SIMPLEGIRL	Hong Kong	9,806,417	05/18/98	B07344	5/23/00
SIMPLEGIRL	Hong Kong	9,806,804	05/25/98	B14391	5/25/98
SIMPLE (w/Girl Icon)	Hong Kong	2000/14174	06/27/00		

Mark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date
SIMPLE (w/Girl Icon)	Hong Kong	2000/08388	04/18/00		
SIMPLE	Indonesia	D9,816,898	10/05/98	446316	10/5/98
SIMPLEGIRL	Indonesia	D00 2001 011626 11696	06/01/01		
SIMPLE (w/Girl Icon)	Indonesia	D00 2001 011625 11695	06/01/01		
SIMPLE	Ireland	207,351	01/27/98	207,351	1/27/98
SIMPLE	Israel	117,447	01/29/98	117,447	1/29/98
UGG	Israel	101,068	09/28/95	101,068	1/5/97
SIMPLE	Italy	MI93C005182	07/14/93	674,997	4/12/96
UGG	Italy	26839-C/89	12/22/89	574,391	9/24/92
SIMPLE (w/Boy Design)	Japan	5-118357	11/25/93	3,318,822	6/6/97
SIMPLE (w/Boy Design)	Japan	6-25422	03/15/94	4,076,672	10/31/97
SIMPLE (w/Boy Design)	Japan	5-118358	11/25/93	3,307,002	5/16/97
SIMPLE (w/Boy Design)	Japan	6-25423	03/15/94	4,007,108	6/6/97
SIMPLE	Japan	6-136945	12/14/96		
SIMPLE (in an Oval)	Japan	8-136946	12/14/96		
Simple.id	Japan	8-102181	09/10/96	4,111,546	2/6/98
Simple.id	Japan	8-102182	09/10/96	4,150,732	5/29/98
Simple.id	Japan	8-102183	09/10/96	4,150,733	5/29/98
Simple.id	Japan	8-102184	09/10/96	4,166,989	7/17/98
SIMPLEGIRL	Japan	10-41541	05/20/98	4,293,936	7/16/99
UGG	Japan	6-110183	10/28/94	3,283,675	4/18/97
UGG	Japan	12889/90	02/09/90	2,426,878	6/30/92
UGG <i>(purchased from Silver Trax Pty. Ltd.)</i>	Japan	6-149916	05/19/86	2,097,985	11/30/88
UGH <i>(purchased by Shane Stedman)</i>	Japan	6-126991	12/19/94	3,315,506	5/30/97
SIMPLE (w/Girl Icon)	Korea	2000-24692	02/28/01	495418	6/13/01
UGG	Korea	2001-1938	01/17/01	512097	2/7/02
SIMPLE	Mexico	171,445	06/25/93	562,031	10/2/97
UGG (Stylized)	Mexico	192,226	02/28/94	516,461	2/8/96
SIMPLE	New Zealand	287,690	01/27/98	287,690	1/27/98
UGG Australia (with Sun logo)	New Zealand	305,032	02/11/99	305,032	2/11/99
SIMPLE	Nicaragua	95-00870	03/21/95	29067CC	8/16/95
UGG	Norway	94/0561	01/27/94	166,406	2/5/95
SIMPLE	Panama	074,858	03/20/95	74,858	6/7/96
SIMPLE	Peru	107835	06/08/00	69957	3/6/01
SIMPLE	Peru	263,570	03/07/95	16,815	6/21/95
SIMPLEGIRL	Philippines	4-2001-0003166	05/07/01		
SIMPLE (w/Girl Icon)	Philippines	4-2001-0003167	05/07/01		
SIMPLE	Poland	Z-195,597	12/15/98		
UGG	Russia	95,700,334	01/12/95	140,957	4/15/96
SIMPLE (w/Boy Design)	Singapore	T99/08709D	08/14/99	T99/08709D	8/14/99
SIMPLE	Slovakia	POZ0394-98	02/19/98	POZ 039498	2/16/00
SIMPLE	Slovenia	Z0987,013,098	01/29/98	9,870,130	1/29/98
SIMPLE	South Africa	95/06462	05/22/95	95/06462	5/22/95
SIMPLE	South Africa	95/06463	05/22/95	95/06463	5/22/95
SIMPLE	Spain	1,773,405	07/21/93	1,773,405	12/5/95
UGG	Spain	1,802,921	02/10/94	1,802,921	11/4/94

<u>Mark</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
UGG	Sweden	95-05295	05/03/95	309,134	2/23/96
SIMPLE	Switzerland	9054/1993.8	07/14/93	415,106	7/14/93
UGG BY BRIAN	Switzerland	378,253	12/06/89	378,253	12/6/89
SIMPLE	Taiwan	82,028,918	06/17/93	636,859	3/16/94
SIMPLEGIRL	Taiwan	87,024,239	05/21/98	853,674	6/1/99
SIMPLEGIRL	Taiwan	87,024,240	05/21/98	861,826	8/1/99
SIMPLEGIRL	Taiwan	87,024,241	05/21/98	848,676	4/16/99
SIMPLE (w/Girl Icon)	Thailand	440637	12/08/00	KOR146303	10/27/01
SIMPLE (w/Boy Design)	United Kingdom	1,566,097	03/11/94	1,566,097	3/11/94
THE ORIGINAL UGG AUSTRALIA UGG	United Kingdom	1,326,567	11/10/87	1,326,567	11/10/94
SIMPLE (w/Boy Design)	Uruguay	275,101	01/13/95	275,101	12/26/96
UGG	Uruguay	309,433	12/21/98	309,433	8/26/99
SIMPLE	Venezuela	14211	10/26/94	P-187.266	2/9/96
SIMPLE	Yugoslavia	Z-150/98	02/17/98		

Trademarks Acquired from Mark Thatcher

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
Algeria	TEVA (Class 25--Footwear)	Reg. No. 55,572
Argentina	TEVA (Class 25--Footwear)	Reg. No. 1.640.236
Argentina	HAND DESIGN (Class 25--Clothing, Footwear, Headgear)	Reg. No. 1.751.329
Australia	TEVA (Class 25--Footwear)	Reg. No. A492978
Australia	HAND DESIGN (Class 25-- Clothing, Footwear)	Reg. No. 757963
Australia	TEVA (Classes 9, 18, 24 and 35 all goods)	App. No. 898905
Australia	TEVA (Class 25 clothing, footwear, headgear)	App. No. 895895
Bahamas	TEVA (Local class 38 sandals, footwear, clothing, beach towels)	App. No. 24029
Bahamas	TEVA (Local class 50 sunglasses)	App. No. 24030

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
Bahrain	TEVA (Sandals)	Reg. No. TM 24,995
Belize	TEVA (Class 25)	App. No.
Benelux	TEVA (Class 25--Footwear)	Reg. No. 508803
Bolivia	TEVA & HAND DESIGN (Class 25)	App. No. SM-2257-01
Bolivia	TEVA & HAND DESIGN (Class 9)	App. No. SM-2255-01
Bolivia	TEVA & HAND DESIGN (Class 18)	App. No. SM-2256-01
Bolivia	TEVA & HAND DESIGN (Class 24)	App. No. SM-2254-01
Brazil	HAND DESIGN (Class 25--Clothing, Footwear)	App. No. 820760579
British Virgin Islands	TEVA (Footwear)	Reg. No. 1936
British Virgin Islands	TEVA (stylized) (Local cl. 8, 24, 37, 38)	Reg. No. 3703
Canada	TEVA (Footwear)	Reg. No. TMA 394,327
Canada	HAND DESIGN (Clothing, Footwear)	Reg. No. TMA497,521
Chile	TEVA (Footwear)	App. No. 196,672
Chile	HAND DESIGN (Class 25--Footwear)	Reg. No. 526.929
Chile	TVAS (Class 25)	Reg. No. 577.314
China	TEVA (Class 25--Clothing, footwear)	Reg. No. 879295

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
China	HAND DESIGN (Clothing footwear, headgear, neckties, gloves)	App. No. 2000130200
China	TEVA (stylized) (Class 16)	Reg. No. 1648704
China	HAND DESIGN (Class 16)	Reg. No. 1672830
China	TEVA (block ltrs) (Class 9)	App. No. 3025684
China	TEVA (block ltrs) (Class 18)	App. No. 3025683
China	TEVA (block ltrs) (Class 24)	App. No. 3025682
China	TEVA (block ltrs) (Class 35)	App. No. 3025681
Colombia	TEVA (Class 25--Footwear)	App. No. 98.047.390
Colombia	HAND DESIGN (Class 25--Clothing, Footwear)	Reg. No. 246916
Community Trademark	TEVA & HAND DESIGN (Class 25--Clothing, Footwear, Headgear)	Reg. No. 1202589
Community Trademark	HAND DESIGN (Class 25--Clothing)	Reg. No. 592394
Community Trademark	TEVA (Classes 25, 18, 24)	App. No. 002034486
Costa Rica	TEVA (Classes 25, 24, 18, 9)	Reg. No. 5221-7978

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
Czech Republic	TEVA (Class 25)	App. No. 156312
Denmark	TEVA SPORT SANDALS (stylized) (Footwear)	Reg. No. VR 07.393 1993
Dominican Republic	TEVA (block ltrs) (Class 25--Clothing, footwear)	App. No. 530361
Dominican Republic	HAND DESIGN (Class 25--Clothing, footwear)	App. No. 530365 Reg. No. 0120334
Dominican Republic	TEVA (block ltrs) (Class 9--Sunglasses)	App. No. 530364 Reg. No. 0120292
Dominican Republic	TEVA (block ltrs) (Class 18--handbags, belts & accessories)	App. No. 530349 Reg. No. 0120340
Dominican Republic	TEVA (block ltrs) (Class 24--towels)	App. No. 530350 Reg. No. 0120329
Dominican Republic	HAND DESIGN (Class 24--towels)	App. No. 530366 Reg. No. 0120330
Dominican Republic	HAND DESIGN (Class 18-- handbags, belts & accessories)	App. No. 530363 Reg. No. 01203431
Dominican Republic	HAND DESIGN (Class 9 sunglasses)	App. No. 530367 Reg. No. 0120293
Ecuador	TEVA & HAND DESIGN (Class 25--all goods)	Reg. No. 15329-02
Ecuador	TEVA (stylized) (Class 25--all goods)	Reg. No. 15331-02
Ecuador	TEVA (stylized) (Class 35--all services)	Reg. No. 5397-02
Ecuador	TEVA (stylized) (Class 9--all goods)	Reg. No. 15330-02
Ecuador	TEVA (stylized) (Class 18--all goods)	Reg. No. 15332-02
Ecuador	TEVA (stylized) (Class 24--all goods)	Reg. No. 15333-02
Egypt	TEVA (Sandals)	Ser. No. 120,109

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
El Salvador	TEVA (Class 25--Clothing, footwear, headgear)	Ser. No. 11980/2001
Fiji	TEVA (Local Class 38--Footwear)	Reg. No. 24980
France	TEVA (Class 25--Footwear)	Reg. No. 1668894
Germany	TEVA (Class 25--Footwear)	Reg. No. 2023116
Honduras	TEVA (Class 25)	App. No. 1199/2001
Honduras	TEVA (Class 9--all goods)	Reg. No. 83.322
Honduras	TEVA (Class 18--all goods)	Reg. No. 83.321
Honduras	TEVA (Class 24--all goods)	Reg. No. 83.319
Hong Kong	TEVA (Class 25--Clothing, footwear)	Reg. No. 04678 of 1995
Hungary	TEVA & HAND DESIGN (Class 25)	App. No. M0103259
Hungary	TEVA (Classes 18, 9--all goods)	App. No. M0103258
Iceland	TEVA (Classes 25, 18, 9--all goods except Class 9--sunglasses only)	Reg. No. 1060/2001
Iceland	TEVA (stylized) (Class 25)	Reg. No. 1059/2001
India	TEVA (Class 25)	App. No. 992164
India	TEVA (Class 9)	App. No. 992161

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
India	TEVA (Class 18)	App. No. 992162
India	TEVA (Class 24)	App. No. 992163
India	HAND DESIGN (Class 25)	App. No. 01058336
Indonesia	TEVA (Class 35)	App. No. J00-2001.15784- 15884
Indonesia	TEVA (Class 9)	App. No. D00-2001.15783- 15883
Indonesia	TEVA (Class 18)	App. No. D00- 2001.27084.27294
Indonesia	TEVA (Class 38)	App. No. D00- 2001.27083.27293
Israel	TEVA (stylized) (Class 25--Footwear)	Reg. No. 94709
Israel	HAND DESIGN (Class 25)	Reg. No. 114575
Italy	TEVA (Class 25--Footwear)	Reg. No. 589514
Jamaica	TEVA (stylized) (Class 25--Clothing, footwear, headwear)	Reg. No. 38,659
Japan	TEVA (word plus phonetic) (Clothing, Footwear)	Reg. No. 3112428
Japan	TEVA (stylized) (Clothing)	Reg. No. 3,226,208

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
Japan	TEVA (Local Class 22 – Sandals)	Reg. No. 2254974
Japan	HAND (Clothing, Footwear)	Reg. No. 4312115
Japan	TEVA (Subset of Class 9)	Reg. No. 4551283
Japan	TEVA (Class 18)	Reg. No. 3124946
Japan	HAND DESIGN (Class 18--leather goods namely bags, luggage, etc.)	App. No. 2002-29829
Jordan	TEVA (Sandals)	Reg. No. 51981
Korea	TEVA (Local Class 27--Footwear)	Reg. No. 273,572
Korea	TEVA (Classes 9, 24--sunglasses, etc.; textile, towels, etc.)	App. No. 2002-0005490
Korea	TEVA (Multiple goods in Class 25)	Reg. No. 0519319
Korea	TEVA (Korean Letters) (Class 25)	Reg. No. 0519316
Malaysia	TEVA (Class 25)	App. No. 2001/09114
Malaysia	TEVA (Class 9)	App. No. 2001/09113
Malaysia	TEVA (Class 18)	App. No. 2001/09112
Malaysia	TEVA (Class 24)	App. No. 2001/09111

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
Malta	TEVA & HAND DESIGN (Class 25--clothing, footwear, headgear)	Reg. No. 34512
Malta	TEVA (Class 25--Clothing, footwear, headgear)	Reg. No. 34511
Mexico	TEVA & HAND DESIGN (Class 25)	App. No. 524907
Mexico	TEVA (Class 25--Footwear)	Reg. No. 400446
Mexico	HAND DESIGN (Class 25--Clothing)	Reg. No. 583,225
Mexico	TEVA (Class 9--Sunglasses)	App. No. 524904
Mexico	TEVA (Class 24--Towels)	App. No. 524905
Mexico	TEVA (Class 35)	App. No. 524906
Morocco	TEVA & HAND DESIGN (Classes 9, 18, 24, 25, 35--all goods/services)	Reg. No. 79573
Morocco	TEVA (Class 25--Footwear)	Reg. No. 14,696
Netherland Antilles	TEVA (Classes 9, 16, 18, 24, 25, 35--all goods/services)	Reg. No. 01934
New Zealand	TEVA (Class 25--Footwear)	Reg. No. 186448
New Zealand	HAND DESIGN (Class 25--Clothing, Footwear)	Reg. No. 290031
Nicaragua	TEVA (Class 25)	App. No. 2000-04476

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
Nicaragua	HAND DESIGN (Class 25)	App. No. 2001-01584
Nicaragua	TEVA (Class 9)	App. No. 2001-10587
Nicaragua	TEVA (Class 18)	App. No. 2001-01585
Nicaragua	TEVA (Class 24)	App. No. 2001-01583
Nicaragua	HAND DESIGN (Class 24)	App. No. 2001-01583
Nicaragua	HAND DESIGN (Class 18)	App. No. 2001-01582
Nicaragua	HAND DESIGN (Class 9)	App. No. 2001-01581
Norway	TEVA SPORT SANDALS	Reg. No. 169371
Norway	TEVA (Class 25--Footwear)	Reg. No. 174532
Norway	HAND DESIGN (Class 25--Clothing, Footwear)	Reg. No. 193410
Pakistan	TEVA (Class 25)	App. No. 172498
Pakistan	TEVA (stylized) (Class 9)	App. No. 172497
Pakistan	TEVA (stylized) (Class 25)	App. No. 172496
Pakistan	TEVA (stylized) (Class 18)	App. No. 172494
Pakistan	TEVA (stylized) (Class 24)	App. No. 172493

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
Peru	TEVA (Class 25)	Reg. No. 67796
Peru	HAND DESIGN (Class 25--Clothing, Footwear)	Reg. No. 47935
Philippines	TEVA (stylized) (Class 25)	Ser. No. 101496
Philippines	TEVA (stylized) (Class 25--Footwear, sandals, slippers)	Reg. No. 58057
Poland	TEVA (Classes 25, 24, 18, 9)	App. No. Z-233348
Portugal	TEVA (Footwear)	Reg. No. 279,454
Puerto Rico	TEVA & HAND DESIGN (Class 25)	Reg. No. 52,515
Saudi Arabia	TEVA (Sandals)	Reg. No. 546/38
Singapore	TEVA & HAND DESIGN (Class 25--clothing, footwear & headgear)	App. No. T02/00458Z
Singapore	TEVA (Class 25--Footwear)	Reg. No. T93/07535C
Singapore	TEVA (Class 25)	App. No. T01/04699H
Slovakia	TEVA (Classes 25, 24, 18, 9, 35)	No # assigned
Slovenia	TEVA (Classes 25, 24, 18, 9--all goods)	Reg. No. 200170529

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
South Africa	TEVA (Class 25--Footwear)	Reg. No. 91/8643
South Africa	HAND DESIGN (Class 25--Clothing, Footwear)	App. No. 98/10654
Spain	TEVA (Class 25-Footwear)	Reg. No. 2,054,158
Sri Lanka	TEVA (Class 25)	App. No. 77229
Sweden	TEVA (Class 25)	Reg. No. 304 328
Sweden	HAND DESIGN (Class 25--Clothing, Footwear)	Reg. No. 98-02392
Sweden	TEVA SPORTS SANDALS	Reg. No. 251116
Switzerland	TEVA (Class 25--Footwear)	Reg. No. 403624
Switzerland	TEVA (stylized) (Classes 9, 18, 25 all goods)	Reg. No. 497204
Taiwan	TEVA (stylized) (Class 25--Footwear)	Reg. No. 875801
Taiwan	HAND DESIGN (Class 35)	Reg. No. 164, 617
Taiwan	TEVA (Class 25)	App. No. 90-9610
Taiwan	TEVA (Class 9--eyeglasses and their parts, etc.)	App. No. 90-47694
Taiwan	TEVA (Class 25) (Associated w/RN 875801)	Reg. No. 999843

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
Taiwan	TEVA (Class 18--leather bags, luggage, etc.)	App. No. 90-47693
Taiwan	HAND DESIGN (Class 35)	App. No. 90-9610
Tangiers	TEVA (stylized) & HAND DESIGN (Classes 9, 18, 24, 25 & 35 all goods & services)	Reg. No. 20967
Tangiers	TEVA (Sandals)	Reg. No. 14696
Thailand	TEVA (stylized) (Class 25--Footwear)	Reg. No. TM60505
Thailand	TEVA (stylized) (Class 18)	App. No. 457782
Tonga	TEVA (Class 25)	App. No. T/M/00/00014
Trinidad & Tobago	HAND DESIGN (Classes 25, 24, 28, 9, 35)	App. No. 32197
Trinidad & Tobago	TEVA (stylized) (Classes 25, 24, 9, 18, 35)	App. No. 32196
Turkey	TEVA & HAND DESIGN (Classes 25,18,9)	App. No. 2001/06727
Turkey	TEVA (Classes 25, 18, 9)	App. No. 2001/06727

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
United Kingdom	TEVA (Class 25--Footwear)	Reg. No. 1463777
United States	Design (Arrangement of Geometric Shapes) (Footwear)	Reg. No. 2,311,393 (Tech Logo)
United States	TEVA & HAND DESIGN (Clothes, Foot.)	Ser. No. 75/591,242 (ITU)
United States	TEVA + HAND DESIGN (Clothes, foot.)	Ser. No. 75/982,232 (Div. Appln of 75/591,242)
United States	TEVA + HAND DESIGN (Clothes, Foot.)	Reg. No. 2,321,025
United States	TEVA (Footwear)	Reg. No. 1,394,947
United States	SPOILER (Class 25--Footwear)	Reg. No. 2,418,240
United States	HAND DESIGN (Clothing)	Reg. No. 2,072,410
United States	RICOCHE (Class 25--Footwear, namely sandals)	Reg. No. 2,548,729
United States	TARANTULA (Class 25--Footwear)	Reg. No. 2,311,906
United States	MUSH (Class 25--Footwear)	Reg. No. 2,329,271

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
United States	TEVA (Class 35--Retail stores)	Reg. No. 2,301,460
United States	CLOTHING FOR THE RIVER OF LIFE (Clothing)	Reg. No. 2,058,612
United States	TEVA (Class 25--Clothing, Footwear)	Reg. No. 2,377,458
United States	BRAIN DRAIN (Class 25--Footwear)	Reg. No. 2,011,112
United States	FREE YOUR FEET. YOUR MIND WILL FOLLOW. (Class 25--Footwear)	Reg. No. 1,920,965
United States	LIQUID FRAME (Straps for securing foot to sandals and shoes, sold as integral component)	Reg. No. 2,553,093
United States	PRETTY RUGGED (Class 25--Footwear)	Reg. No. 2,065,631
United States	RIVER RUBBER	Reg. No. 2,014,052
United States	SPIDER RUBBER (Class 25--Footwear)	Reg. No. 2,406,569
United States	TERRADACTYL (Class 25--Footwear)	Reg. No. 1,866,458
United States	TERRA-FI (Class 25--Footwear)	Reg. No. 2,062,045

<u>COUNTRY</u>	<u>MATTER</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>
United States	WET CLIMBER (Footwear)	Reg. No. 2,029,264
United States	XPD (Footwear)	Reg. No. 2,358,376
United States	TEVA (Class 9--sunglasses)	Ser. No. 78/047,242 (ITU)
United States	TEVA (Class 9--sunglass retainers and headstraps)	Ser. No. 75/982,664 (Div of Ser. No. 78/047242)
United States	TEVA (Class 25 expanded Foot.)	Ser. No. 76/238,323 (Use- based)
United States Virgin Islands	TEVA (Classes 25, 24, 18, 9)	No reg. # assigned
Venezuela	TEVA (Footwear)	App. No. 13263/98
Venezuela	HAND DESIGN (Clothing, Footwear)	App. No. 13264/98
Yemen	TEVA (Sandals)	App. No. 13620

**Schedule C
Peninsula Patent and Trademark Security Agreement
Legal Matters Involving Intellectual Property**

Oppositions Against Deckers and UGG Trademarks

Docket No.	Country	Marks/Other Party	Description
2111.64075	Canada	UGG United Grain Growers	United Grain Growers has opposed UGG Holdings application to register UGG. Settlement discussions are in process.
1944.65908	Indonesia	SIMPLE (w/ Girl Icon) Eddy Tumewu	Opposition by Eddy Tumewu against Decker's application to register SIMPLE (w/ Girl Icon)
1944.66239	Europe - CTM	SIMPLE (w/ Girl Icon) Sotorock Holdings Ltd	Opposition by Sotorock Holdings is pending, awaiting decision of OHIM Opposition Division

Legal Matters Involving Intellectual Property Acquired from Mark Thatcher

Docket No.	Country	Marks/Other Party	Description
31919.8128	Brazil	TEVAH, Reg. No. 1133, dated 8/18/92 Tevah Vestuario Masculino Ltda.	Conducted investigation in Brazil regarding TEVAH registration. TEVAH registration is due for renewal 8/18/2002. Tevah Vestuario is a neighborhood chain of stores mainly in Porto Alegre and southern Brazil. Tevah Vestuario has a very traditional image and the products sold in their stores are mostly formal suits, ties, shirts, shoes and the like. Initial discussions suggest that Tevah prefers agreement with Mark Thatcher which involves payment of royalties to Tevah. Sent newspaper, magazine articles and catalogs to Tevah showing nature of TEVA sandals. No further action taken at this time.

Docket No.	Country	Marks/Other Party	Description
31919.8133	Chile	TEVA v. TEVA Thatcher v. Carlos Capurro Bahamondes	Cancellation action filed.
31919.1434	China	HAND DESIGN v. HAND DESIGN Thatcher v. Changzhou Yonghen Garment Factory	Cancellation action filed based on non-use on 7/21/01.
31919.8134	China	TEVA v. TEVA Thatcher v. Luyisi Leather	Opposition filed.
31919.8134	China	TEVA v. TEVA (class 24) Thatcher v. Jiayi Enterprises Co. Ltd.	Opposition filed.
31919.8142	Costa Rica	EVA & APPLE DESIGN, Appln No. 18481 Corsetex Limitada	Received publication notice of EVA & APPLE DESIGN application in Class 25 in Costa Rica. No action taken.
31919.0943	Czech Republic	EVA v. TEVA Ombretta AG v. Thatcher	Opposition filed by Ombretta.
31919.8205	Europe--CTM	TOVA v. TEVA Tova Corporation v. Thatcher	Opposition filed by Tova.
31919.8205	Europe--CTM	THEBAS v. TEVA Textil Juan B. Mato S.A. v. Thatcher	Opposition filed by Textil.
31919.8205	Europe--CTM	TEVA v. TEPA & DESIGN Thatcher v. Romaia-Comercio	Opposition filed against class 25 appln.
31919.8205	Europe--CTM	TEVA NAOT	Application by Na'Ale Naot Ltd filed; not yet published.
31919.8146	El Salvador Guatemala	TEVA v. TEVA Thatcher v. Piel Y Calzado	Cancellation proceeding filed.
31919.8107	France	Trademark Investigation	L'OEIL DE TEVA trademark application published for opposition. No opposition filed per client's instructions.
31919.8106	France	TEVA, Reg. No. 1668894, dated 6/3/91	Existing registration in block letters; existing CTM

Docket No.	Country	Marks/Other Party	Description
		Mark Thatcher	registration is stylized; stylization registration may create issues for block letter registration in France.
31919.0953	Iceland	TESA v. TEVA Tesa AG v. Thatcher	Opposition filed by Tesa AG Germany.
31919.8457	Indonesia	TESA v. TEVA Tesa AG v. Thatcher	Opposition filed by Tesa AG to TEVA Class 9 application for sunglasses only.
31919.8157	Indonesia	TEVA v. TEVA Thatcher v. Mizuno Jauw	Opposition filed on 7/19/01 by Thatcher against Class 18 application.
31919.8157	Indonesia	TEVA, Appln No. H4.HC.01-01-1440 Mark Thatcher	Application refused based on existence of Registrations TIFA by Hendry Pramana Reg. Nos. 284226, 282250 and TESA by Reben Sumbardi Reg. No. 371831 in Class 25. Registrations have been renewed. No further action has been taken.
31919.8157	Indonesia	DEVA, Appln No. D0006301 filed 3/29/01 Hendarto Tjiptadi	Application published for opposition in Class 25. No opposition filed.
31919.8157	Indonesia	NEO-TEVA, Appln No. D0006301 filed 3/28/01 CV Anugraah Jaya	Application published for opposition in Class 25. No opposition filed.
31919.8157	Indonesia	TEVA, Appln No. D00-2001 00294-294 filed 1/9/01 Mizuno Jauw	Opposition filed on 7/19/01 by Thatcher against Class 18 application. Evidence of use filed in support of opposition.
31919.8457	Indonesia	TESA, Reg Nos. 371423 dated 6/15/95; 369245 dated 6/15/95; 371296 dated 6/15/95; 469371 dated 6/15/95 Tesa AG	Opposition filed by Tesa AG to Thatcher's TEVA appln No. D00-15783-15883 filed 7/23/01 in Class 9 (which covers only "sunglasses") alleging similarity between marks and alleged bad faith by Thatcher. Counter-opposition filed by associate, 5/20/02 arguing differences in goods and marks. Evidence of use of TEVA mark filed.

Docket No.	Country	Marks/Other Party	Description
31919.8109	Israel	TEVA NAOT	No opposition filed.
31919.8109	Israel	NEGISEI TEVA	No opposition filed.
31919.8410	Japan	TESA v. TEVA Tesa AG v. Thatcher	Tesa AG atty advised opposition filed against Class 9 TEVA application.
31919.8511	Korea	TEVA v. TEBAS Thatcher v. Shin Hong	Brief filed against TEBAS appln in classes 18 and 25 on 10/25/01.
31919.8111	Korea	WWW TEEVA COM	Trademark watch notice advised publication of applications in classes 35 and 38. No oppositions filed.
	Mexico	TEVA v. TEVHA 69 & Design Thatcher v. Sergio Tulio Ortiz Sahagun	Cancellation action filed 8/16/01 based on fact that conflicting registration granted in error due to prior TEVA registration.
31919.8171	Panama	TEVA, Reg. No. 67421 dated 3/23/95 Judith Gadeloff, assigned to Margin Corp.	Investigation of TEVA registration by Margin Corp/Mr. Ezra Didio which covers women, men and children's clothing, including shoes, sneakers, underwear and accessories. Attempts to negotiate assignment of TEVA registration to Mr. Thatcher unsuccessful; offered \$1,500. Mr. Didio advised not interested in assigning registration but entering into license agreement. No further action taken.
31919.8174	Philippines	TEVA (stylized) v. REVA (stylized) Thatcher v. Jose Nilo J. Ocampo	Verified Opposition filed 6/5/02.
31919.0974	Philippines	TEVA v. TEVA (Stylized) Thatcher v. Shoetown	Cancellation action resolved by settlement in which Registration acquired from Shoetown by assignment to Thatcher
31919.8176	Portugal	TEVA NAOT, Appln No. 356778 Na'Ale Naot Ltd.	Application by Na'Ale Naot Ltd. in Class 25. No opposition filed.
31919.8182	Spain	V TE VA Radio Difusiones	Opposition to V TE VA applications for Classes 16, 35

Docket No.	Country	Marks/Other Party	Description
			and 38 filed. Spanish Trademark Office refused Thatcher oppositions based on visual and overall differences between marks and classes. No appeal filed.
31919.8119	Sweden	TEVA Callidus Kallered	Application in Classes 7, 11 and 40. No opposition filed.
31919.8584	Switzerland	EVA v. TEVA Ombretta AG v. Thatcher	Opposition period expires 7/17/02.
31919.8584	Switzerland	TESA v. TEVA Tesa AG v. Thatcher	
31919.8120	Taiwan	TEVA v. TEVA (class 24) Thatcher v. Jiayi Enterprise Co	Opposition filed.
31919.8186	Thailand	TEVA v. TEVA (stylized) Thatcher v. Hoberd Industry Co.	Purchased TEVA (stylized) Reg. No. 60505 in class 25 and TEVA (stylized) Appln No. 457782 in class 18 from Hoberd Industry Co. (and son).
31919.8186	Thailand	TEVA (stylized) & HAND DESIGN v. TEVA (stylized) & HAND DESIGN Thatcher v. Mr. Tiva Leejarkpai	Opposition filed against Class 9 appln 4/29/02.
31919.1441	Trinidad & Tobago	HAND DESIGN v. HAND DESIGN Mode-Alive v. Thatcher	Opposition filed by Mode-Alive against Class 25 appln on 4/25/02.
31919.8187	Turkey	TEVA & HAND DESIGN v. TEVA & HAND DESIGN Thatcher v. Sualar Gumusculuk Tekstil	Opposition against Sualar filed 9/18/01.
31919.8188	Uruguay	TEVA, Reg. No. 253,031 dated 8/20/92 Alfredo Idiart	Investigation of TEVA registration by Mr. Idiart in Class 25 (class heading). Mr. Idiart owns part of a limited liability company by name of Combarini Ltda. which operates

Docket No.	Country	Marks/Other Party	Description
			local footwear factory. Associate did not find any use of TEVA by Mr. Idiart or Combarini. Attempted to negotiate assignment of registration for \$2500--Mr. Idiart not willing to sell for less than \$22,000. Client requested contact information to contact Mr. Idiart directly. No further action.
31919.8189	Venezuela	TEVA v. TEVA Thatcher v. Inversiones Zona C.A. (Mr. Spielberger)	Cancellation action filed 4/9/01 and are awaiting publication of same.
31919.8150	Vietnam	TEVA, Reg. No. 32170 Doanh Hghiep Tu Nhan Hoa Hue	Investigation shows manufacturer of sandals and slippers and exports to the United States and sells in local markets. Shopkeeper advises TEVA sandals brought into Vietnam from foreign countries by Vietnamese that are overseas. Associate provided photographs and purchased sandals from Doanh. No further action.
		John W. Baker v. Deckers Outdoor Corporation	Unknown - Deckers is handling matter.
		TEVA	Other issues: From time to time, various intellectual property pirates have attempted to take advantage of foreign laws permitting the acquisition of intellectual property rights, including trademark rights, by registration. Other pirates may currently exist or hereafter take actions. In most cases, when pressed, these pirates have alleged rights superior to Thatcher relative to, among other things, the TEVA mark.
		HAND DESIGN	The TEVA "HAND DESIGN" was inspired from Native American stone carvings called

Docket No.	Country	Marks/Other Party	Description
			<p>“fetishes”. These fetishes originated from the Zuni Reservation and included the shape of a hand. The spiral which is included in the “HAND DESIGN” is a Hopi symbol for water. As such, the “HAND DESIGN” is both Zuni and Hopi-inspired. Given the origins of the mark, various uses of the similar designs are known in a variety of contexts ranging from artistic renderings to uses on products. In various countries others have taken steps to protect their particular hand design for use in connection with a variety of products, including items that may be within the general categories of clothing, footwear and headgear, including Amano Knitwear USA holder of U.K. Registration No. 2,022,016.</p>
		Clearance Issues	<p>From time to time, third parties have taken issue with some of the product designs, web names, secondary product names and the like. Some products have even given rise to third party claims relating to infringement, such as the claims of Edwin H. Crabtree. Other claims may currently exist or hereafter arise.</p>

Various third parties from time to time have tried to copy various aspects of the assets of Seller. In general, Seller has provided an IP Brochure to such parties advising such parties of Seller's intellectual property rights. A listing of recipients since mid 2000 is provided below:

Recipient	Date
A&A	8/18/00
Acs Commercial Inc.	8/18/00
Adtek	8/18/00
Airwalk	8/18/00

Recipient	Date
American Sporting Brands	8/18/00
Aster S.A.	8/18/00
Babybotte	8/18/00
Bigston	8/18/00
Boris Shoe Corp	8/18/00
Chillmark Dry Goods	8/18/00
Ecco	8/18/00
Enzo Shoes	8/18/00
Evergreen Trading Co.	8/18/00
Fiorini Footwear	8/18/00
Foot Gear Corp	8/18/00
Hi-Tech	8/18/00
International Group	8/18/00
L.A. Gear	8/18/00
Levis	8/18/00
Osh Kosh	8/18/00
Peaks	8/18/00
Primigi	8/18/00
Rafters	8/18/00
Ricosta	8/18/00
Rock River	8/18/00
Sandy's Wholesale	8/18/00
Scott Hawaii	8/18/00
Sketchers	8/18/00
Stride Rite	8/18/00
Timberland	8/18/00
Transco	8/18/00
Triple Footwear	8/18/00
Vison Footwear	8/18/00
Weather Guard	8/18/00
Willits Footwear	8/18/00
Wolverine	8/18/00
The Sports Authority	9/26/00
Eco Dragan	11/8/00
Kamik Div. of Genfoot America	11/8/00
Liston Concepts	11/8/00
MC Sports	11/8/00
Ocean Pacific	11/8/00
Reef	11/8/00
Amercan Footwear	8/28/01
China Foreign Trade Guangzhou	8/28/01
In Shoes	8/28/01
Munro & Company	8/28/01

Recipient	Date
National Fashions Imports	8/28/01
New Wave Trading	8/28/01
Ningbo Dazhong Shoes	8/28/01
Salland Ind. Ltd.	8/28/01
Triple T Footwear	8/28/01
TVAS (Korea)	8/28/01
Bates Accessories	1/22/02
G.H. Bass	4/24/02
Marshalls, Inc.	4/24/02

Other possible infringement issues include:

Copyrights:

Entity	Subject Matter
U.S. Webbing	Selling to others webbing using various copyrights.
Mental Headgear	Selling hats containing webbing with various copyrights. They received their webbing from U.S. Webbing.
American Plastics	Displayed webbing with various copyrights at the August O.R. show.
Island Slipper	Purchased webbing from U.S. Webbing

Patents:

Entity	Subject Matter
Bufo	Showed sandals at the August O.R. show that appeared to use the '075 patent
Asics	Potential infringement of the Liquid Frame patent via their Gel-Eagle Trail shoe
Lizard	Same Person that Sellers sued in Australia. They showed a product at the August O.R. show that may be covered by the '075 patent.

Schedule D
Peninsula Patent and Trademark Security Agreement
License Grants

1. License Agreement, dated as of November 17, 2000, by and between Mark Thatcher and Itochu Corporation.
2. ALP Trademark License Agreement, dated in or about 1999, by and between Deckers Outdoor Corporation and Peper Gate Footwear, Inc.