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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE



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

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

1. Name of conveying party(ies): UGG HOLDINGS, INC. 6110 CORTE DEL CEDRO CARLSBAD, CA 92009

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

Internal Address: FINANCE SECTION 409 NOV 20 11 2 28

Street Address: 495-A SOUTH FAIRVIEW CITY: GOLETA State: CA Zip: 93111

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

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other SHOULD BE: SECURITY AGREEMENT

Execution Date: 06/16/1995 REEL 1382 FRAME 0877

4. Application number(s) or registration number(s) A. Trademark Application No.(s) 74/668,751 (Registered 5/14/96 as No. 1,973,743)

B. Trademark Registration No.(s) 1,807,611; 1,460,992; and 1,237,456

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: PAUL G. JUETTNER, ESQ.

6. Total number of applications and registrations involved: 4

Internal Address: GREER, BURNS & CRAIN, LTD.

7. Total fee (37 CFR 3.41) \$ 115.00

Enclosed Authorized to be charged to deposit account

Street Address: 300 SOUTH WACKER DRIVE, SUITE 2500

8. Deposit account number: 072069

11/21/2003 CHICAGO 0600606 74668751 Date: IL Zip: 60606

01 FC:8521 40.00 02 FC:8522 75.00

DO NOT USE THIS SPACE

9. Signature. PAUL G. JUETTNER Name of Person Signing

Signature

NOVEMBER 17, 2003

Date

Total number of pages including cover sheet, attachments, and document: 5

Resubmitted 09/05/04

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

ASSIGNMENT FOR SECURITY--TRADEMARKS

WHEREAS, UGG Holdings, Inc., a California corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule A (the "Trademarks");

WHEREAS, Assignor is indebted to Deckers Outdoor Corporation, a Delaware corporation (herein referred to as "Assignee"), and contemporaneously herewith has entered into a Note Purchase Agreement and a Security Agreement (collectively the "Agreement") in favor of Assignee;

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the good will of the business symbolized by the Trademarks and the applications and registrations, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement; and


WHEREAS, the Assignee desires to have its assignment, security interest and mortgage confirmed by a document identifying that interest and in a form that may be recorded in the United States Patent and Trademark Office and in corresponding government offices in countries foreign to the United States.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the 16 day of June, 1995.

UGG Holdings, Inc.

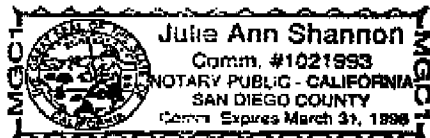
By:  (Name)
CHAIRMAN (Title)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

SS.:

On this 10 day of June, 1995, before me personally appeared ALAN GREENWALD to me known, who, being by me duly sworn, did depose and say that he resides at 7013 FAIRWAY RD, LA JOLLA and that he is a CHAIRMAN of UGG Holdings, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Julie Ann Shannon
Notary Public



WORLDWIDE TRADEMARK APPLICATIONS AND REGISTRATIONS OF UGG HOLDINGS, INC.

| COUNTRY | TRADEMARK | REG./SER. NO. | DATE OF REG./APP. | CLASS |
|-------------|------------------------|-----------------------|-------------------|-------------------|
| Argentina | UGG | Ser. No. 1,958,220 | 01/24/95 | 25 |
| Austria | UGG | Reg. No. 130,017 | | 25 |
| Canada | UGG | Ser. No. 737,338 | 09/21/93 | 25 |
| Canada | UGH5 | Reg. No. 287,645 | 02/10/84 | 25 |
| China | UGG | Ser. No. 9410862 | 10/24/94 | 25 |
| France | UGG | Reg. No. 1,565,304 | 12/14/89 | 25 |
| Germany | UGG | Reg. No. 1,167,979 | | 25 |
| Italy | UGG | Reg. No. 574,391 | | 25 |
| Japan | UGG | Ser. No. Hei 6-110183 | 10/28/94 | 3 |
| Japan | UGG | Reg. No. 2426878 | | Japanese Class 17 |
| Mexico | UGG | Ser. No. 192,226 | 02/28/94 | 25 |
| Norway | UGG | Reg. No. 166,406 | 01/05/95 | 25 |
| Russia | UGG | Ser. No. 95700334 | 01/12/95 | 25 |
| Spain | UGG | Reg. No. 1802921 | 11/04/94 | 25 |
| Sweden | UGG | Ser. No. 95-05295 | 05/03/95 | 25 |
| Switzerland | UGG BY BRIAN | Reg. No. 378,253 | | 25 |
| U.S.A. | UGG | Ser. No. 74/668,751 | 05/01/95 | 25 |
| U.S.A. | UGG (Stylized) | Reg. No. 1,807,611 | 11/30/93 | 25 |
| U.S.A. | ORIGINAL UGG BOOT | Reg. No. 1,460,992 | 10/13/87 | 25 |
| U.S.A. | UGG AUSTRALIA & Design | | | |
| U.S.A. | UGH5 | Reg. No. 1,237,456 | 05/10/83 | 25 |

SCHEDULE A

TRADEMARK

U.S. Patent and Trademark Office
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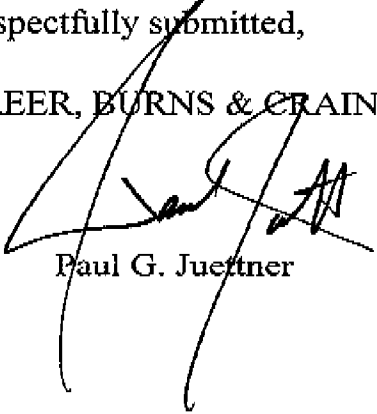
November 17, 2003

The Commissioner is hereby authorized to charge any additional fees that may be required or to credit any overpayment to Deposit Account No. 07-2069.

Respectfully submitted,

GREER, BURNS & CRAIN, LTD.

By



Paul G. Juettner

Encl.
PGJ/JRB/jrb

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