

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Crocs, Inc.		09/25/2009	CORPORATION: DELAWARE
Crocs Retail, Inc.		09/25/2009	CORPORATION: COLORADO
Crocs Online, Inc.		09/25/2009	CORPORATION: COLORADO
Jibbitz, LLC		09/25/2009	CORPORATION: COLORADO
Bite, Inc.		09/25/2009	CORPORATION: COLORADO
Ocean Minded, Inc.		09/25/2009	CORPORATION: COLORADO

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association, as Agent
<b>Street Address:</b>	500 First Avenue
<b>Internal Address:</b>	Commercial Loan Service Center/DCC
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Association: PENNSYLVANIA

**PROPERTY NUMBERS Total: 60**

Property Type	Number	Word Mark
Registration Number:	2177149	BITE
Registration Number:	2219662	XGOLF
Registration Number:	2282012	OCEAN MINDED
Registration Number:	3432163	JIBBITZ
Registration Number:	3437089	JIBBITZ
Registration Number:	3437090	JIBBITZ
Registration Number:	3386093	
Registration Number:	3441707	CROCS LOCK
Registration Number:	3412441	SOLESUNITED

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Registration Number:	3412442	SOLESUNITED
Registration Number:	3446249	CROC-A-DOODLES
Registration Number:	3517444	
Registration Number:	3517533	SLIP 'EM ON AND GO.
Registration Number:	3517590	GOLACES
Registration Number:	3569612	WEAR A PAIR, SHARE A PAIR
Registration Number:	3432489	YOU BY CROCS
Registration Number:	3432490	YOU BY CROCS
Registration Number:	2861217	BITE GOLF
Registration Number:	2833296	ORTHOSPORT
Registration Number:	3104592	ORTHOSPORT
Registration Number:	2902279	BITE
Registration Number:	2815852	ORTHOLINER
Registration Number:	3349385	OM
Registration Number:	3185796	BEACH
Registration Number:	3277124	OCEAN CUSTODIAN
Registration Number:	3277165	CROSLITE
Registration Number:	3243038	CROCSBUTTER
Registration Number:	3270092	CROSLITE
Registration Number:	3277626	
Registration Number:	3584718	
Registration Number:	3183379	JIBBITZ
Registration Number:	3183380	JIBBITZ
Registration Number:	3180450	JIBBITZ
Registration Number:	3295576	CROSLITE AG+
Registration Number:	3357731	SO, THAT'S WHAT THE HOLES ARE FOR!
Serial Number:	76520746	CROCS
Serial Number:	77086369	JIBBITZ
Serial Number:	77117003	LIVE. PROTECT. RESPECT.
Serial Number:	77144169	
Serial Number:	77146388	CROSLITE RT
Serial Number:	77146410	RT
Serial Number:	77194906	THE CROCS FOUNDATION
Serial Number:	77194907	CROCS CARES
Serial Number:	77194910	CROCS FOR A CAUSE

Serial Number:	77194912	CROCS
Serial Number:	77221870	JIBBITZ
Serial Number:	77221873	JIBBITZ
Serial Number:	77335228	
Serial Number:	77635449	PREPAIR
Serial Number:	77636065	OCEAN MINDED
Serial Number:	77636092	OCEAN MINDED
Serial Number:	78465359	CROCSSTYLE
Serial Number:	78588872	CROCSKIN
Serial Number:	78636674	
Serial Number:	78642974	CROCS ORTHO
Serial Number:	78645937	CROCS
Serial Number:	78727760	CROCSRX
Serial Number:	78765325	CROCSRX
Serial Number:	78765382	
Serial Number:	78857086	CROCS

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	195258
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/24/2009

Total Attachments: 19  
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## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 25th day of September, 2009 by CROCS, INC., a Delaware corporation, CROCS RETAIL, INC., a Colorado corporation, CROCS ONLINE, INC., a Colorado corporation, OCEAN MINDED, INC., a Colorado corporation, JIBBITZ, LLC, a Colorado corporation and BITE, INC., a Colorado corporation (collectively, the "Grantors" and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

### WITNESSETH

WHEREAS, Grantors, as borrowers (also referred to collectively as the "Borrowers" and each a "Borrower"), have entered into that certain Revolving Credit and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark registration, trademark application, patent registration and patent application listed on Schedule 1 annexed hereto (such trademark registration and trademark applications, the "Trademarks" and such patent registrations and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

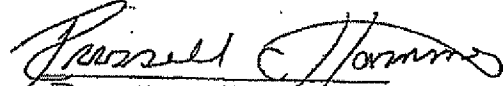
3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademark registrations, trademark applications, patent registrations and patent applications owned or registered to such Grantor as of the date of this Agreement.

4. Termination of Security Interest. The security interest described herein shall continue in effect to secure all Obligations from time to time incurred or arising unless and until all Obligations have been indefeasibly paid and satisfied in full and the Loan Agreement has been terminated.

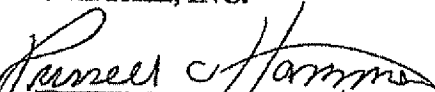
[signatures to appear on following page]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

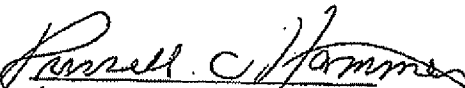
**CROCS, INC.**

By:   
Name: Russell C. Hammer  
Title: Chief Financial Officer

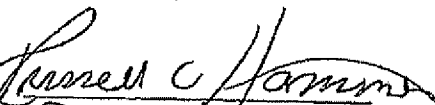
**CROCS RETAIL, INC.**

By:   
Name: Russell C. Hammer  
Title: Chief Financial Officer


**CROCS ONLINE, INC.**

By:   
Name: Russell C. Hammer  
Title: Chief Financial Officer

**OCEAN MINDED, INC.**

By:   
Name: Russell C. Hammer  
Title: Chief Financial Officer

**JIBBITZ, LLC**

By:   
Name: Ken Chaplin  
Title: Manager

(SIGNATURE PAGE TO IP SECURITY AGREEMENT)

**BITE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: **Steve Roberts**  
Title: **Vice President**



**BITE, INC.**

By: *Russell C. Hammer*  
Name: Russell C. Hammer  
Title: Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARK	APPL NO	APPL DATE	RIC NO	REG DATE	STATUS
BITE	75/028,825	11/20/1995	2,177,149	7/28/1998	Registered
XGOLF	75/291,152	5/13/1997	2,219,662	1/19/1999	Registered
OCEAN MINDED	75/322,835	7/11/1997	2,282,012	9/28/1999	Registered
CROCS	76/520,746	5/27/2003			Filed
JIBBITZ	77/086,355	1/19/2007	3,432,163	5/20/2008	Registered
JIBBITZ	77/086,366	1/19/2007	3,437,089	5/27/2008	Registered
JIBBITZ	77/086,369	1/19/2007			Filed
JIBBITZ	77/086,370	1/19/2007	3,437,090	5/27/2008	Registered
Tail Logo	77/095,095	1/30/2007	3,386,093	2/19/2008	Registered
CROCS LOCK	77/105,599	2/12/2007	3,441,707	6/3/2008	Registered
LIVE. PROTECT. RESPECT.	77/117,003	2/27/2007			Filed
SOLESUNITED	77/144,161	3/29/2007	3,412,441	4/15/2008	Registered
SOLESUNITED and Design	77/144,163	3/29/2007	3,412,442	4/15/2008	Registered
Scales Design	77/144,169	3/29/2007			Filed
CROSLITE RT	77/146,388	4/2/2007			Filed
RT Molecule Logo	77/146,410	4/2/2007			Filed
THE CROCS FOUNDATION	77/194,906	5/31/2007			Filed
CROCS CARES	77/194,907	5/31/2007			Filed
CROCS FOR A CAUSE	77/194,910	5/31/2007			Filed
CROCS	77/194,912	5/31/2007			Filed

SCHEDULE - 1

074658.01293/21815344v.3

CROC-A-DOODLES	77/197,229	6/4/2007	3,446,249	6/10/2008	Registered
GoLaces Logo	77/204,594	6/13/2007	3,517,444	10/14/2008	Registered
JIBBITZ	77/221,870	7/3/2007			Filed
JIBBITZ & Design (Black & White)	77/221,873	7/3/2007			Filed
SLIP 'EM ON AND GO.	77/221,992	7/3/2007	3,517,533	10/14/2008	Registered
GOLACES	77/231,530	7/17/2007	3,517,590	10/14/2008	Registered
CROCS Logo	77/335,228	11/21/2007			Filed
WEAR A PAIR, SHARE A PAIR	77/501,809	6/18/2008	3,569,612	2/3/2009	Registered
PREPAIR	77/635,449	12/17/2008			Filed
OCEAN MINDED	77/636,065	12/18/2008			Filed
OCEAN MINDED	77/636,092	12/18/2008			Filed
YOU BY CROCS	77/975,296	2/21/2007	3,432,489	5/20/2008	Registered
YOU BY CROCS Stylized	77/975,297	4/11/2007	3,432,490	5/20/2008	Registered
BITE GOLF	78/078,536	8/9/2001	2,861,217	7/6/2004	Registered
ORTHOSPORT	78/174,717	10/15/2002	2,833,296	4/13/2004	Registered
ORTHOSPORT	78/174,718	10/15/2002	3,104,592	6/13/2006	Registered
BITE	78/174,782	10/15/2002	2,902,279	11/9/2004	Registered
ORTHOLINER	78/187,412	11/21/2002	2,815,852	2/17/2004	Registered
CROCSSTYLE	78/465,359	8/10/2004			Filed
Ocean Minded Circle Logo	78/499,717	10/14/2004	3,349,385	12/4/2007	Registered
CROCSKIN	78/588,872	3/16/2005			Filed
BEACH	78/636,356	5/24/2005	3,185,796	12/19/2006	Registered

SCHEDULE - 1

074658.01293/21815344v.3

CROCS Logo	78/636,674	5/25/2005				Filed
CROCS ORTHO	78/642,974	6/3/2005				Filed
CROCS	78/645,937	6/8/2005				Filed
OCEAN CUSTODIAN	78/688,672	8/9/2005	3,277,124	8/7/2007		Registered
CROSLITE	78/693,873	8/16/2005	3,277,165	8/7/2007		Registered
CROCSBUTTER	78/693,878	8/16/2005	3,243,038	5/15/2007		Registered
CROCSRX	78/727,760	10/6/2005				Filed
CROCSRX	78/765,325	12/2/2005				Filed
CROSLITE and Molecule Logo	78/765,338	12/2/2005	3,270,092	7/24/2007		Registered
CrosLite Logo	78/765,359	12/2/2005	3,277,626	8/7/2007		Registered
CROCSRX Logo	78/765,373	12/2/2005	3,584,718	3/3/2009		Registered
CrocsRX Logo	78/765,382	12/2/2005				Filed
JIBBITZ & Design	78/771,251	12/12/2005	3,183,379	12/12/2006	6	Registered
JIBBITZ & Design (Color)	78/771,254	12/12/2005	3,183,380	12/12/2006	6	Registered
JIBBITZ	78/771,256	12/12/2005	3,180,450	12/5/2006		Registered
CROSLITE AG+	78/857,082	4/7/2006	3,295,576	9/18/2007		Registered
CROCS	78/857,086	4/7/2006				Filed
SO, THAT'S WHAT THE HOLES ARE FOR!	78/858,716	4/11/2006	3,357,731	12/18/2006	7	Registered

SCHEDULE - 1

074658.01293/21815344v.3

**PATENTS**

CLEAT ASSEMBLY FOR SHOES	United States	Issued	08/768,846	12/18/1996	5,848,482	12/15/1998
ALL PURPOSE NUBBED CLEAT FOR SHOES AND OTHER NON-SLIP APPLICATIONS	United States	Issued	08/882,516	6/25/1998	5,860,228	1/19/1999
SANDAL WITH X-CROSS WEAVE STRAPS	United States	Issued	09/136,494	8/19/1998	6,052,920	4/25/2000
SANDAL WITH RESILIENT CLAW SHAPED CLEATS	United States	Issued	09/576,747	5/23/2000	6,295,742	10/2/2001
SANDAL WITH TOE GUARD	United States	Issued	09/657,729	9/8/2000	6,493,965	12/17/2002
RUNNING SANDAL	United States	Issued	10/644,126	8/20/2003	7,121,020	10/17/2006
SANDAL SYSTEM FOR ATHLETIC ACTIVITES	United States	Issued	10/652,410	8/29/2003	7,055,265	6/6/2006
*(SMALL) OPEN SHOE, SUCH AS A SLIPPER, SANDAL AND THE LIKE	United States	Issued	11/124,048	5/9/2005	7,367,142	5/6/2008
MANUFACTURING AND MARKETING METHOD FOR ACCESSORIZING SHOES	United States	Published	11/408,130	4/20/2006		
RUNNING SANDAL	United States	Issued	11/438,908	5/22/2006	7,320,188	1/22/2008
ELASTOMERIC FASTENER	United States	Pending	11/530,005	9/7/2006		

SANDALS WITH ADJUSTABLE CENTER POST ASSEMBLIES	United States	Published	11/708,852	2/20/2007		
SYSTEM AND METHOD FOR SECURING ACCESSORIES TO WEARABLE ITEMS	United States	Published	11/737,649	7/7/2006		
SYSTEMS AND METHODS FOR SHOE CONSTRUCTION	United States	Published	12/037,814	2/26/2008		
MULTI-FUNCTIONAL CARRIER FOR CARRYING ITEMS (Crocs-a-Dial)	United States	Published	12/185,059	8/1/2008		
SYSTEMS AND METHODS FOR DISPLAY OR COLLECTION OF DECORATIVE ACCESSORIES	United States	Published	12/199,634	8/27/2008		
ALL TERRAIN SPIKE	United States	Issued	29/040,047	1/16/1996	D375,192	11/5/1996
SANDAL UPPER	United States	Issued	29/058,452	8/15/1996	D387,893	12/23/1997
SHOE SOLE	United States	Issued	29/058,697	8/21/1996	D390,347	2/10/1998
SHOE SPIKE	United States	Issued	29/070,581	5/12/1997	D396,949	8/18/1998
SANDAL UPPER	United States	Issued	29/071,106	5/21/1997	D392,453	3/24/1998
HIGH TOP SANDAL UPPER	United States	Issued	29/086,356	4/10/1998	D405,949	2/23/1999
TOE GUARD	United States	Issued	29/131/324	10/17/2000	D440,754	4/24/2001

VENTILATED TOE GUARD FOR SANDALS	United States	Issued	29/162,734	6/18/2002	D489,524	5/11/2004
FOOTWEAR (Sandal)	United States	Issued	29/206,288	5/28/2004	D517,788	3/28/2006
FOOTWEAR	United States	Issued	29/206,427	5/28/2004	D517,789	3/28/2006
FOOTWEAR (No Holes)	United States	Issued	29/206,450	5/28/2004	D517,790	3/28/2006
FOOTWEAR UPPER	United States	Issued	29/226,792	3/31/2005	D549,434	8/28/2007
FOOTWEAR UPPER PORTION	United States	Issued	29/226,793	3/31/2005	D535088	1/16/2006
FOOTWEAR UPPER	United States	Issued	29/226,856	3/31/2005	D550,441	9/11/2007
FOOTWEAR UPPER	United States	Issued	29/226,870	3/31/2005	D525,419	7/25/2006
FOOTWEAR UPPER	United States	Issued	29/228,428	4/22/2005	D543,681	6/5/2007
FOOTWEAR SOLE	United States	Issued	29/228,429	4/22/2005	D588,346	3/17/2009
FOOTWEAR (Chubb - No Holes)	United States	Issued	29/241,478	10/26/2005	D564,204	3/18/2008
FOOTWEAR UPPER (CHUBB)	United States	Issued	29/241,490	10/26/2005	D564,205	3/18/2008
FOOTWEAR UPPER	United States	Issued	29/243,850	11/30/2005	D543,341	5/29/2007
FOOTWEAR (PROFESSIONAL)	United States	Issued	29/244,661	12/8/2005	D575,499	8/26/2008
FOOTWEAR (Hydro)	United States	Issued	29/245,453	12/19/2005	D564,749	3/25/2008
FOOTWEAR (CHUBB HYBRID)	United States	Issued	29/246,178	3/9/2006	D564,206	3/18/2008
FOOTWEAR (Mary Jane)	United States	Issued	29/246,201	3/20/2006	D564,207	3/18/2008
FOOTWEAR UPPER (ALL TERRAIN HYBRID)	United States	Issued	29/251,316	1/6/2006	D564,743	3/25/2008
FOOTWEAR (SCUTES)	United States	Issued	29/251,329	1/6/2006	D563,082	3/4/2008
FOOTWEAR (PRIMA)	United States	Issued	29/251,383	1/6/2006	D571,548	6/24/2008
FOOTWEAR (OFF ROAD II)	United States	Issued	29/251,384	1/6/2006	D564,208	3/18/2008

FOOTWEAR (Snowmass Sole)	United States	Issued	29/252,517	1/23/2006	D556,438	12/4/2007
FOOTWEAR (Snowmass)	United States	Issued	29/252,526	1/23/2006	D557,006	12/11/2007
FOOTWEAR	United States	Issued	29/254,474	2/23/2006	D547,540	7/31/2007
SHOE ACCESSORY	United States	Issued	29/258,148	4/17/2006	D554,847	11/13/2007
FOOTWEAR (Crocstyle Slide II - Cleo)	United States	Issued	29/275,176	12/15/2006	D576,387	9/9/2008
FOOTWEAR (Crocstyle Flip II - Ithaca)	United States	Issued	29/275,178	12/15/2006	D578,279	10/14/2008
FOOTWEAR (Hybrid Flip Men's II - Crete)	United States	Issued	29/275,180	12/15/2006	D576,388	9/9/2008
FOOTWEAR (Hybrid Flip Women's II - Capri)	United States	Issued	29/275,181	12/15/2006	D576,389	9/9/2008
FOOTWEAR (Wedge II - Sassari)	United States	Issued	29/275,183	12/15/2006	D575,943	9/2/2008
FOOTWEAR (Women's Slide Hybrid II - Patra)	United States	Issued	29/275,188	12/15/2006	D575,942	9/2/2008
FOOTWEAR (Men's Slide Hybrid II - Sobek)	United States	Issued	29/275,189	12/15/2006	D576,390	9/9/2008
FOOTWEAR (Kid's Hydro II - Crocling)	United States	Issued	29/275,191	12/15/2006	D584,037	1/6/2009
FOOTWEAR (Mammoth)	United States	Pending	29/280,317	5/23/2007		
FOOTWEAR	United States	Issued	29/280,523	5/30/2007	D590,588	4/21/2009
FOOTWEAR (Specialist)	United States	Pending	29/280,627	6/3/2007		
FOOTWEAR (Cyprus)	United States	Pending	29/282,761	7/27/2007		



FOOTWEAR (Velocity)	United States	Issued	29/282,762	7/27/2007	D594636	6/23/2009
FOOTWEAR	United States	Issued	29/282,763	7/27/2007	D593,286	6/2/2009
FOOTWEAR	United States	Issued	29/282,764	7/27/2007	D593,287	6/2/2009
FOOTWEAR	United States	Pending	29/283,855	8/24/2007		
FOOTWEAR (Golf Shoe)	United States	Pending	29/298,228	11/30/2007		
FOOTWEAR (Lexi - Final Prototype)	United States	Pending	29/302,586	1/18/2008		
FOOTWEAR (Lena - Final Prototype)	United States	Pending	29/302,587	1/18/2008		
FOOTWEAR (Nanook - Final Prototype)	United States	Pending	29/302,588	1/18/2008		
FOOTWEAR	United States	Issued	29/302,590	1/18/2008	D593,311	6/2/2009
FOOTWEAR (Nadia - Final Prototype)	United States	Issued	29/302,592	1/18/2008	D585,185	1/27/2009
PHONE CASE (CROCS-A-DIAL)	United States	Pending	29/303,882	2/19/2008		
FOOTWEAR (Rally I)	United States	Pending	29/306,953	4/18/2008		
FOOTWEAR (Electro I)	United States	Pending	29/306,957	4/18/2008		
FOOTWEAR (Axis)	United States	Pending	29/306,958	4/18/2008		
FOOTWEAR (Axis)	United States	Pending	29/326,323	10/15/2008		
FOOTWEAR (Electro II)	United States	Pending	29/326,324	10/15/2008		
FOOTWEAR	United States	Pending	29/328,528	11/25/2008		
SYSTEMS AND METHODS FOR CUSTOMIZING SHOES WITH ELASTOMERIC FASTENERS	United States	Pending	61/103,504	10/7/2008		

MOLDED FOAM RECEPTACLE WITH MOLDED FOAM JAW OPENING	United States	Pending	61/110,846	11/3/2008		
CONVERTIBLE SANDAL SYSTEM	United States	Unfiled				
ANTISTATIC HEEL PILLOW	United States	Unfiled				
FOOTWEAR (Scout)	United States	Unfiled				
FOOTWEAR (Cricket)	United States	Unfiled				
MULTI CAVITIES TOOL FOR THE INJECTION OF PRODUCTS IN ETHILVINILACETATE OR SIMILAR PLASTIC MATERIALS	United States	Unfiled				
MOLD FOR THE SHOE AND OTHER COMPLEX SHAPE ARTICLES IN PRODUCTION, IN CROSS-LINKED AND EXPANDED PLASTIC-LIKE ETHILVINILACETATE OR SIMILAR	United States	Unfiled				
Breathable Footwear Pieces	US	Issued			6,993,858	2/7/2006
Footwear Pieces	US	Issued			7,146,751	12/12/2006
Running Sandal	US	Issued			7,320,188	1/22/2008

## POWER OF ATTORNEY

CROCS, INC., a Delaware corporation, CROCS RETAIL, INC., a Colorado corporation, CROCS ONLINE, INC., a Colorado corporation, OCEAN MINDED, INC., a Colorado corporation, JIBBITZ, LLC, a Colorado corporation and BITE, INC., a Colorado corporation (collectively, the "Grantors") and each a "Grantor"), each hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantors, as borrowers (the "Borrowers"), dated as of September \_\_, 2009 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of such Grantor, with the power to endorse the name of such Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Agent dated as of September \_\_, 2009 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of such Grantor a trademark or patent, in each case subject to the terms of the Trademark and Patent Security Agreement and the Loan Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement and the Loan Agreement.

This Power of Attorney shall be irrevocable until payment and satisfaction in full of all the Obligations and termination of the Loan Agreement.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

CROCS, INC.

By: Russell C. Hammer  
Name: Russell C. Hammer  
Title: Chief Financial Officer

CROCS RETAIL, INC.

By: Russell C. Hammer  
Name: Russell C. Hammer  
Title: CFO

CROCS ONLINE, INC.

By: Russell C. Hammer  
Name: Russell C. Hammer  
Title: CFO

OCEAN MINDED, INC.

By: Russell C. Hammer  
Name: Russell C. Hammer  
Title: CFO

JIBBITZ, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This Power of Attorney shall be irrevocable until payment and satisfaction in full of all the Obligations and termination of the Loan Agreement.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

**CROCS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CROCS RETAIL, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**CROCS ONLINE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

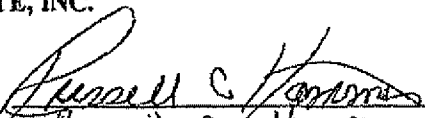
**OCEAN MINDED, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JIBBITZ, LLC**

By:   
Name: KEN CHAPIN  
Title: Manager

BITE, INC.

By:   
Name: Russell C. Hamann  
Title: CEO

[SIGNATURE PAGE TO POWER OF ATTORNEY]