

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BROWN BROTHERS HARRIMAN & CO.		05/23/2007	LIMITED PARTNERSHIP: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	ETONIC WORLDWIDE LLC
Street Address:	260 CHARLES ST
City:	WALTHAM
State/Country:	MASSACHUSETTS
Postal Code:	02453
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2608319	AC FEEL
Registration Number:	2608318	AC GRIP
Registration Number:	2608317	AC TOUR
Registration Number:	2294411	AIR TECH 1000
Registration Number:	2295812	AIR TECHNOLOGY
Registration Number:	2285407	DIFFERENCE
Registration Number:	2291171	DIFFERENCE
Registration Number:	2311466	DIFFERENCE TOUR
Registration Number:	1973465	DRI-LITE
Registration Number:	1548392	DRP
Registration Number:	2177256	EON
Registration Number:	0872644	ETONIC
Registration Number:	0766756	ETONIC

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Registration Number:	1057749	ETONIC
Registration Number:	1328691	ETONIC
Registration Number:	1338021	ETONIC
Registration Number:	2265070	ETONIC ULTIMATE 2000
Registration Number:	2313456	PRO SUPPORT
Registration Number:	2670716	ST
Registration Number:	1105166	
Registration Number:	1352939	
Serial Number:	75556578	ST2
Registration Number:	2995866	STABILITE
Registration Number:	2990424	STABILIZER
Registration Number:	2770386	DRX

**CORRESPONDENCE DATA**

Fax Number: 8605275029  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
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Address Line 4: HARTFORD, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	ETONIC/M615
NAME OF SUBMITTER:	NANCY KENNEDY
Signature:	/NANCY KENNEDY/
Date:	04/26/2012

Total Attachments: 5  
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## **RELEASE OF SECURITY AGREEMENT (PATENTS AND TRADEMARKS)**

This Release of Security Agreement (Patents and Trademarks) is executed by Brown Brothers Harriman & Co., a Massachusetts limited partnership with an address at 140 Broadway, New York, New York 10005 ("Bank") in favor of Etonic Worldwide LLC, a Delaware limited liability company, with an address at 260 Charles Street, Waltham, Massachusetts 02453 ("Borrower").

**WHEREAS**, Bank and Borrower are parties to that certain Security Agreement (Patents and Trademarks) (as amended, modified or supplemented from time to time, the "Security Agreement"), executed by Borrower in favor of Bank and recorded with the United States Patent and Trademark Office at (1) Reel 017025 and Frame 0337 for patents and (2) Reel 3229 and Frame 0406 for trademarks; and

**WHEREAS**, Borrower and Bank entered into the Security Agreement as a condition of that certain Demand Credit Facility and Security Agreement dated as of April 8, 2003 as amended by Amendment No. 1 to Demand Credit Facility and Security Agreement dated as of November 7, 2005 (as so amended and as further amended or supplemented from time to time, the "Credit Agreement");

**WHEREAS**, Bank has released its security interest and lien on the patents and trademarks, including, without limitation the patents identified on Schedule 1A hereto and the trademarks identified on Schedule 1B hereto, and, accordingly, has assigned the patents and trademarks back to Borrower; and

**WHEREAS**, it is the purpose of this document to memorialize the aforementioned release of security interest and lien and assignment back to Borrower.

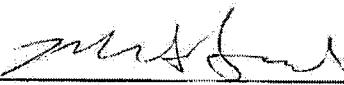
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, Bank hereby acknowledges and agrees that (a) all of Borrower's obligations, liabilities and indebtedness under the Credit Agreement have been paid and performed in full, (b) all security interests granted by Borrower to the Bank under the Credit Agreement in any collateral, including without limitation, the patents and corresponding applications and registrations identified on Schedule 1A hereto and the trademarks and corresponding applications and registrations identified on Schedule 1B hereto (collectively, the "Collateral"), have been and hereby are irrevocably terminated and released, and (c) Bank shall not have any further interest in the Collateral. Bank hereby irrevocably and unconditionally assigns to Borrower all Collateral that was assigned from Borrower to Bank under the Credit Agreement, if any.

In addition, the Bank agrees to execute and deliver, upon the request and at the expense of the Borrower, all applications for registration, discharges, releases and other documents as may be reasonably required by the Borrower and as are necessary or desirable to effect the release and discharge of the security interests of the Bank described in the previous paragraph, or

to effect the registration of the assignment of the Collateral to the Borrower, in any jurisdiction of the world.


IN WITNESS WHEREOF, Bank has caused this Release of Security Agreement (Patents and Trademarks) to be executed by its duly authorized representative.

**BROWN BROTHERS  
HARRIMAN & CO.**

By:   
Name: Michael S. Hallen  
Title: Vice President  
Date: 5/18/07

Accepted and Agreed to:

ETONIC WORLDWIDE LLC

By:   
Name: TOM ELWELL  
Title: CEO  
Date: 5/23/07

**SCHEDULE 1A**

**Patents\***

GRANTED U.S. PATENTS			
Docket No.	Title	Patent No.	Grant Date
004813	DYNAMIC SUPPORT SYSTEM FOR ATHLETIC SHOES	4854057	08AU1989
004816	SHOESOLE FOR GOLF SHOE	4885851	12DE1989
004818DN	GOLF SHOE BOTTOM	D310294	04SE1990
004819DN	GOLF GLOVE	D347910	14JE1994
005167DN	SOFT SPIKED SOLE FOR GOLF SHOES	D400346	03NO1998
005093DN	GOLF SHOE CLEAT	D401750	01DE1998
005095DN	GOLF SHOE CLEAT	D401751	01DE1998
005097DN	GOLF SHOE CLEAT	D401748	01DE1998
005098DN	GOLF SHOE CLEAT	D401749	01DE1998
005101DN	GOLF SHOE CLEAT	D401752	01DE1998
005094DN	GOLF SHOE CLEAT	D402801	22DE1998
005096DN	GOLF SHOE CLEAT	D402800	22DE1998
005099DN	GOLF SHOE CLEAT	D402799	22DE1998
005141DN	DECORATIVE SHOE PLATE FOR USE ON GOLF SHOES	D405246	09FE1999
005066	COMPOSITE CLEAT FOR ATHLETIC SHOE	5906059	25MY1999
005672DN	OUTSOLE FOR A GOLF SHOE	D412392	03AU1999
005673DN	GOLF SHOE OUTSOLE	D416670	23NO1999
005671DN	GOLF SHOE OUTSOLE	D420209	08FE2000
005674DN	OUTSOLE FOR GOLF SHOE	D420496	15FE2000
005670DN	SPIKELESS CLEAT	D421175	29FE2000
005927DN	ATHLETIC SHOE CLEAT	D424384	09MY2000
005885	SELF-LOCATING SOLE	6092307	25JL2000

GRANTED U.S. PATENTS			
Docket No.	Title	Patent No.	Grant Date
005904DN	PORTION OF GOLF SHOE OUTSOLE	D432761	31OC2000

GRANTED U.S. PATENTS			
Docket No.	Title	Patent No.	Grant Date
005803	GAITER FOR RUNNING SHOE	6148544	21NO2000
005900	CUSHIONING SYSTEM FOR GOLF SHOES	6176025	23JA2001
005954DN	ARCH PORTION OF A GOLF SHOE OUTSOLE	D436718	30JA2001
006000DN	RETAILER DISPLAY	D436755	30JA2001
005903DN	PORTION OF GOLF SHOE OUTSOLE	D437107	06FE2001
005902DN	PORTION OF A GOLF SHOE OUTSOLE	D441943	15MY2001
005953DN	ARRANGEMENT OF WEAR BARS ON A GOLF SHOE	D443407	12JE2001
006008DN	FOOTBED SURFACE DESIGN FOR GOLF SHOES	D446637	21AU2001

005899	BIO-MECHANICALLY EXTENDED HEEL FOR GOLF SHOE	6694647	26MY1999
223671	ATHLETIC SHOE**	4878300	07NO1989
*Etonic does not intend to renew all listed patents as renewal payments become due, since Etonic has determined that some of the patents are not valuable. Further, while Etonic has done its best to create an accurate list, Etonic does not guarantee that all listed patents are registered, as Etonic has purposely been letting the irrelevant patents expire.			
**Patent was assigned to Mizuno, and Mizuno simultaneously granted Etonic a license to use the patent.			

## SCHEDULE 1B

### Trademarks\*

Mark	Registration No.
A C FEEL	2608319
A C GRIP	2608318
A C TOUR	2608317
AIR TECH 1000	2294411
AIR TECHNOLOGY	2295812
DIFFERENCE	2285407
DIFFERENCE	2291171
DIFFERENCE TOUR	2311466
DRI-LITE	1973465
DRP	1548392
EON	2177256
ETONIC	872644
ETONIC	766756
ETONIC	1057749
ETONIC and Design	1328691
ETONIC and Design	1338021
ETONIC ULTIMATE 2000	2265070
PRO SUPPORT	2313456
ST	2670716
STRIPE Design	1105166
Z Design	1352939
ST2	75/556578
STABILITE	2995866
STABILIZER	2990424
DRX	2770386
<p>*Etonic does not intend to renew all listed trademarks as renewal payments become due, since Etonic has determined that some of the trademarks are not valuable. Further, while Etonic has done its best to create an accurate list, Etonic does not guarantee that all listed trademarks are registered, as Etonic has purposely been letting the irrelevant trademarks expire.</p>	