

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):  
Footwear Acquisition, Inc.

- Individual(s)
- General Partnership
- Corporation-State DE
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: April 30, 2001

2. Name and address of receiving party(ies)  
Name: Congress Financial Corporation  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 1133 Avenue of the Americas  
City: New York State: NY Zip: 10033

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State DE
- 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

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
See attached Schedule

B. Trademark Registration No.(s)  
See attached Schedule

Additional number(s) attached  Yes  No

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

Name: Kenneth Solomon

Internal Address: Howell & Haferkamp L.C.

Suite 1400

Street Address: 7733 Forayth Blvd.

City: St. Louis State: MO Zip: 63105

6. Total number of applications and registrations involved: 74

7. Total fee (37 CFR 3.41).....\$ 1,865.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:  
012510

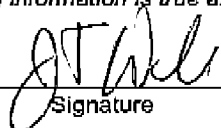
(Attach duplicate copy of this page if paying by deposit account)

#### 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.

James T. Welch  
Name of Person Signing

  
Signature

May 15, 2001  
Date

Total number of pages including cover sheet, attachments, and document: 24

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



ONE STAR

OFFICIAL ALL STAR CAFE

74350,403	01/21/1993	2,048,194	03/18/1997	Assignment to Converse not yet recorded. Renewal Due - 12/08/2008	25 - clothing
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74483,082	11/26/1993	1,988,414	12/20/1994	Use Due - 12/20/2010	25 - footwear
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730374,882	07/14/1982	1,248,070	08/23/1983	Renewal Due - 08/23/2003	25 - footwear
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73/283276	24 OCT 1980	1,185,917	01/21/1982	Renewal Due - 01/21/2002	25 - footwear
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74199,990	03 SEP 1991	1,766,783	04/20/1993	Renewal Due - 04/20/2003	25 - footwear
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730374,884	07/14/1982	1,248,444	08/18/1983	Renewal Due - 08/18/2003	25 - footwear
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730294,766	01/28/1981	1,206,290	08/24/1982	Renewal Due - 08/24/2002	25 - footwear
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730708,224	01/28/1988	1,736,667	12/01/1992	Renewal Due - 12/01/2002	25 - footwear
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730878,528	08/14/1987	1,588,960	03/27/1990	Renewal Due - 03/27/2010	25 - athletic footwear
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730808,940	08/16/1989	1,658,256	09/24/1991	Renewal Due - 09/24/2001	25 - footwear
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730810,428	07/03/1988	1,398,884	09/10/1999	Use Due - 09/10/2002	25 - footwear
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				Renewal Due - 09/10/2006	
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73/699,236

11/02/1987

1,525,779

02/21/1989

Renewal Due - 02/21/2009

26 - socks



75/662,557

03/17/1999

Pending -- OA Response due 07/02/01

16-exercise books, wirebound books, wirebound hardback books, ball point pens, cartridge pens, elasticated binders, erasers, filed pencil cases, pencils, pencil packs, pencil sets, organizers, pencil pouches/cases, pencil liners, project binders, ringbinders, school agendas, lunch coolers, sharpeners, shorthand notebooks, stationery kits, lined pen sets, desk mats, book bags and portfolios

73/293,693

01/18/1981

1,215,935

11/09/1982

Renewal Due - 11/09/2002

25 - shirts



73/044,904

02/24/1975

1,053,338





11/23/1976

Renewal Due - 11/23/2006

25 - canvas and imitation leather topped soft sided athletic shoes and casual shoes



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	72138,894	01/28/1982	741,882	12/04/1982	Renewal Due - 12/04/2002	25 - canvas-topped, rubber-soled athletic shoes
	73815,375	07/28/1989	1,832,413	01/22/1991	Renewal Due - 01/22/2011	25 - footwear, socks and warm-up suits
	73118,741	03/11/1977	1,078,480	11/29/1977	Renewal Due - 11/29/2007	25 - footwear
<b>CONVERSE</b>	74328,801	11/08/1992	1,789,476	08/24/1993	Renewal Due - 08/24/2009	25 - footwear
	76373,121	10/18/1987	2,296,653	11/30/1989	Renewal Due - 11/30/2009	25 - footwear
TARMAX	74323,020	10/18/1992	1,825,651	03/08/1994	Renewal Due - 03/08/2004	25 - clothing, namely, knit T-shirts, collar placket shirts, woven shirts, swimwear, knit and woven shorts, knit and woven pants, tank tops, fleece tops and bottoms, wind resistant suits and jackets
TARMAX	74270,724	04/30/1992	1,797,098	10/05/1993	Renewal Due - 10/05/2003	25 - footwear and clothing, namely, T-shirts, shorts, tank tops, sweat shirts and sweat pants

UNITED STATES OF AMERICA  
TRADEMARKS

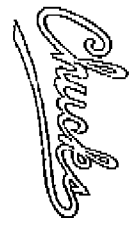
MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS/DUE DATE	CLASS/CODES
ALL STAR	73/207,532	03/16/1979	1,276,191	04/24/1984	Renewal Due - 04/24/2004	18 - all purpose sports bags, excluding bags intended primarily for sports equipment
ALL STAR	71/417,401	03/23/1939	389,971	08/06/1939	Renewal Due - 08/06/2009	25 - athletic shoes of rubber and fabric
ALL STAR	73/219,261	06/11/1979	1,276,236	05/01/1984	Renewal Due - 05/01/2004	25 - shirts
ALL STAR	74/044,587	04/02/1990	1,668,362	12/20/1994	Use Due - 12/20/2010	25 - footwear
ALL STAR	74/638,974	02/27/1985			Suspended due to ALL STAR GAME application of Major League Baseball	14 - watches
ALL STAR	74/202,907	08/10/1982	1,981,319	03/18/1996	Use Due - 06/18/2001 Renewal Due 06/18/2006	25 - clothing, namely, T-shirts, shorts, tank tops, sweat suits, vests, pants, jackets, swimwear, sweaters, jeans and outerwear, namely, lined jackets, insulated snow mobile suits and nylon jackets
ALL STAR	76/062,596	03/17/1999			Pending - OA Response due 10/09/07	16 - exercise books, wirebound books, wirebound hardback books, ball point pens, cartridge pens, elasticated binders, erasers, filled pencil cases, pencils, pencil packs, pencil sets, organizers, pencil pouch/cases, pencil tins, proled binders, ringbinders, school agendas, lunch coolers, sharpeners, shortland notebooks, stationery tins, lined pen sets, desk mats, book bags and portfolios
ALL STAR	75/062,559	03/17/1999	2,435,789	03/13/2001	Renewal Due - 03/13/2011	25 - men's briefs, boxers, boxerbriefs, pants, shirts in knit, including screen-printed underwear/lingeriewear T-shirts
ALL STAR	79/226,706	08/23/1979	1,146,876	02/10/1981	Renewal Due - 02/10/2011	25 - footwear
ALL STAR FIELDERS CHOICE	73/223,874	07/18/1979	1,201,197	07/13/1982	Renewal Due - 07/13/2002	25 - FOOTWEAR

\*FIELDERS' disclaimed

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73/678,627	08/14/1987	1,490,282	05/31/1989	Renewal Due - 09/31/2008	25 - athletic footwear
73/228,355	08/11/1979	1,191,738	03/09/1992	Renewal Due - 03/09/2002	25 - footwear



73/662,317	05/21/1987	1,473,292	01/19/1998	Renewal Due - 01/19/2008	25 - apparel, namely sweaters, pants, shirts, shorts, jackets and warm-up suits
71/346,906	02/01/1934	315,273	07/24/1934	Renewal Due - 07/27/2004	25 - shoes made of rubber, leather, fabric and combinations thereof



72/181,706	11/21/1983	777,449	09/22/1984	Renewal Due - 09/22/2004	25 - canvas and rubber shoes
73/683,237	11/02/1987	1,493,286	08/21/1988	Renewal Due - 08/21/2008	25 - footwear
74/341,914	12/21/1992	1,790,496	08/31/1993	Renewal Due - 08/31/2003	25 - clothing, namely, knit T-shirts, collar placket shirts, woven shirts, swimwear, knit and woven shorts, knit and woven pants, tank tops, fleece tops and bottoms, wind suits, wind resistant jackets, sports caps and knit caps, and spandex exercise wear, namely T-shirts, sweat shorts, sweat pants, shorts, and tank tops

74/326,374	10/29/1992	1,864,249	09/13/1994	Use Due - 09/13/2010	29 - inflatable sports balls
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74/439,558	08/24/1993	1,843,038	07/05/1994	Use Due - 07/05/2010	25 - clothing, namely, knit T-shirts, collar placket shirts, woven shirts, swimwear, knit and woven shorts, knit and woven pants, exercise wear, tank tops, fleece tops and bottoms, wind suits and wind resistant jackets and footwear
72/288,156	01/05/1983	888,375	04/22/1988	Renewal Due - 04/22/2009	25 - golf shoes, track shoes, wrestling shoes, baseball shoes, football shoes, clothing, namely, hunting boots, fishing boots, industrial boots, rubber boots, leathers shoes, basketball shoes, boat shoes, general purpose athletic sneakers, casual shoes, jackets, trousers

CONVERSE	74/341,370	12/21/1992	1,868,363	12/20/1994	Use Due - 12/20/2010 Renewal Due 12/20/2004	28 - all floals and air mattresses; games, toys, and sporting goods 25 - clothing; namely, knit T-shirts collar placket shirts, woven shirts, swimwear, knit and woven shorts, knit and woven pants, tank tops, fleece tops and bottoms, wind resistant suits and jackets, sports caps and knit caps
CONVERSE	75/682,558	03/17/1999			Pending	18- exercise books, wirebound books, wirebound hardback books, ball point pens, cartridge pens, elastated binders, erasers, tiled pencil cases, pencils, pencil packs, pencil sets, organizers, pencil pouches/cases, pencil kits, project binders, ringbinders, school agendas, lunch coolers, sharpeners, shochhand notebooks, stationery kits, finned pen sets, desk mats, book bags and portfolios
CONVERSE	75,682,555	03/17/99	2,402,815	11/07/2000	Renewal Due - 11/07/2010	25-men's briefs, boxers, boxerbriefs, pants, shirts in knits including screen-printed underwear/loungewear t-shirts
CONVERSE	74/326,384	10/29/1992	1,823,944	02/22/1994	Use Due - 02/22/2010 Renewal Due - 02/22/2004	28 - inflatable balls
CONVERSE	74/699,004	02/27/1995	2,041,159	02/25/1997	Use Due - 02/25/2003 Renewal due 02/25/2007	14 -- watches
ALL STAR CONVERSE	73/228,707	08/23/1979	1,138,488	08/05/1980	Renewal Due - 08/05/2010	25 - footwear
CONVERSE ALL STAR	73/075,527	03/20/1989	2,098,296	09/18/1997	Use Due - 09/18/2003 Renewal Due - 09/18/2007	25 - athletic footwear and clothing, namely T-shirts, shorts, hats, jackets, tank tops, sweatpants and sweatshirts

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	74538,976	02/27/1995	2,061,930	06/13/1997	Use Due - 05/13/2003 Renewal Due - 05/13/2007	14 -- watches
	74207,058	08/26/1991	1,736,330	12/08/1992	Renewal Due - 12/08/2002	18 -- sport bags
	731228,708	08/23/1979	1,138,469	08/05/1980	Renewal Due - 08/05/2010	25 -- footwear
	74302,298	08/10/1992	1,877,871	02/07/1995	Renewal Due 02/07/2005	25 -- clothing; namely T-shirts, shorts, tank tops, sweat suits, vests, pants, jackets, swimwear, sweaters, jeans, and outerwear, namely, lined jackets, insulated snow mobile suits and nylon jackets
	751682,554	03/17/1999	2,435,788	03/13/2001	Renewal Due - 03/13/2011	26 - men's briefs, boxers, boxerbriefs, pants, shirts in knits, including screen-printed underwear/outerwear + shirts





75/654,970 03/16/1999

Pending - Statement of Use due 08/13/2001 (FINAL)

16-exercise books, wirebound books, wirebound hardback books, ballpoint pens, cartridge pens, elasticated binders, erasers, filled pencil cases, pencils, pencil packs, pencil sets, organizers, pencil powder/cases, pencil lins, project binders, ringbinders, school agendas, sharpeners, shorthand notebooks, stationery lins, lined pen sets, desk mats, book bags and portfolios

21-Lunch coolers

25 - headwear, mainly, sport and knit hats and caps



75/110,027 05/28/1996

Use Due - 05/20/2003  
Renewal Due - 05/20/2007

B --- eyewear

75/881,244 12/27/1999

Pending - Opposition deadline 5/2/01



CONVERSE.COM

75/694,054 04/29/1999

Pending - Check for registration 11/01/2001

35-dissemination of advertising for others via an on-line electronic communications network  
41-providing a computer game that may be accessed via on-line computer networks by computer users

42-computer services, namely, providing an interactive database of information on clothing footwear, sporting equipment and activities, and sports personalities

25-clothing and footwear

Notice of Allowance issued 10/17/00; Statement of Use due 4/17/01



CONVERSE CLASSIC

CONVERSE PRO CLASSIC

CONVERSE

CONVERSE

73252.072

73292.858

74044.591

74341.917

02/28/1990

01/12/1981

04/02/1990

12/21/1992

1,177,386

1,185,794

1,854,954

1,804,563

11/10/1981

05/18/1982

08/27/1991

11/16/1993

Renewal Due - 11/10/2001

Renewal Due - 05/18/2002

Renewal Due - 08/27/2001

Renewal Due 11/16/2003

26 -- footwear

25 -- footwear

25 - clothing; namely, footwear

26 - clothing; namely, knit T-shirts, collar placket shirts, woven shirts, swimwear, knit and woven shorts, knit and woven pants, tank tops, fleece tops and bottoms, wind resistant suits and jackets, sports caps and knit caps



72972.578

72972.578

72972.578

10/08/1970

10/08/1970

10/08/1970

924,169

924,169

924,169

11/23/1971

11/23/1971

11/23/1971

Renewal Due - 11/23/2001

Renewal Due - 11/23/2001

Renewal Due - 11/23/2001

25 - golf shoes, track shoes, wrestling shoes, baseball shoes, football shoes, hunting boots, fishing boots, industrial boots, rubber boots, tennis shoes, basketball shoes, boat shoes, general purpose athletic sneakers, casual shoes, athletic sneakers, casual shoes, wedding sandals, jackets, trousers, parkas, shirts, overalls, hats, raincoats and suspenders

28 - skate scarfs, ankle supports, leath guards, hockey pucks, air floats and air mattresses

25 - boots and shoes made of or containing rubber



ENERGY WAVE

71/092283

01/21/1976

121,760

05/28/1978

Renewal Due - 05/28/2008

729710.090




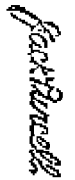

02/08/1988

1,525,798

02/21/1989

Renewal Due - 02/21/2009

25 -- footwear

	73728,255	02/18/1988	1,538,234	05/09/1998	Renewal Due - 05/09/2009	25 - footwear
	71590,642	02/11/1990	535,060	12/19/1990	Renewal Due - 12/19/2010	25 - athletic shoes made of canvas, leather, rubber or combinations thereof
	72387,974	03/31/1971	838,918	07/25/1972	Renewal Due - 07/25/2002	25 - footwear, namely, rubber-soled or plastic-soled canvas shoes
	71832,083	07/02/1992	683,097	12/01/1993	Renewal Due - 12/01/2003	25 - rubber-soled canvas shoes for the use of men, women and children
	75975,165	04/18/1994	2,092,866	07/22/1997	Assignment to Converse not yet recorded.	25 - clothing
	73977,120	08/22/1994	2,184,801	08/09/1998	Assignment to Converse not yet recorded. Renewal Due - 08/09/2008	25 - clothing

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TARMAX	74/326,366	10/29/1992	1,925,993	03/15/1994	Renewal Due - 03/15/2004	28 - inflatable balls; namely, basketball, footballs, volleyballs and soccer balls
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of April 30, 2001, is by and between FOOTWEAR ACQUISITION, INC., a Delaware corporation ("Debtor"), with its chief executive office at One Fordham Road, North Reading, Massachusetts 01864, and CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036. Capitalized terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to such terms as set forth in the Loan Agreement (as defined below).

### WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, or is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Secured Party and Debtor have entered into or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and between Secured Party and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

#### 1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a

continuing security interest in and to the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of the Obligations as such term is defined in the Loan Agreement.

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor has good and marketable title, and the right and power to grant the security interest granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications; provided, however, that Debtor may permit a lapse if it has a valid reason to do so and if it has obtained the consent of Secured Party, which consent shall not be unreasonably withheld. The

Collateral is not subject to any liens, mortgages, pledges, security interests or encumbrances or charges of any kind, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the licenses permitted under Section 3(e) below and (iii) the liens, mortgages, pledges, security interests, encumbrances or charges of any kind set forth in Schedule 8.4 of the Loan Agreement.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party which consent shall not be unreasonably withheld, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, or any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Schedule 8.11(b) of the Loan Agreement.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto. After the occurrence and continuance of an Event of Default, Secured Party may use the Power of Attorney to implement the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain or record the Collateral, or the security interest granted hereunder, including, but not limited to, paying all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party prompt written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, however, that Debtor may abandon any marks if it has a valid reason to do so and if it has obtained consent of Secured Party, which consent shall not be unreasonably withheld. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, after the occurrence and during the continuance of an Event of Default, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.



(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

#### 4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

#### 5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Subject to the rights of any then existing licensee pursuant to a written license agreement with respect to the Collateral, Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Subject to the rights of any then existing licensee pursuant to a written license agreement with respect to the Collateral, Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to purchase all or any part of the Collateral at any public or private sale, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured

Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) The proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral will be applied in accordance with terms of the Loan Agreement. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

#### 6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or

incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

## 7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing in accordance with the terms of Section 12.3 of the Loan Agreement.

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement is one of the Financing Agreements referred to in the Loan Agreement and shall terminate in accordance with the provisions of the Loan Agreement.

(g) This Agreement (i) may be executed in separate counterparts, each of which when taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of day and year first above written.

FOOTWEAR ACQUISITION, INC.

By: [Signature]

Title: President

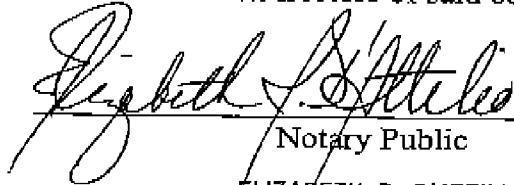
CONGRESS FINANCIAL CORPORATION

By: [Signature]

Title: TEVP

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 30<sup>th</sup> day of April, 2001, before me personally came MARSDEN S. CRISON, to me known, who being duly sworn, did depose and say, that he is PRESIDENT of FOOTWEAR ACQUISITION, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

ELIZABETH R. D'ATTILIO  
NOTARY PUBLIC, State of New York  
No. 01D-481,1481  
Qualified in Orange County  
Certificate filed in New York County  
Commission Expires Nov. 30, ~~2002~~

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 30<sup>th</sup> day of April, 2001, before me personally came Kenneth Sands, to me known, who, being duly sworn, did depose and say, that he is an Executive Vice President of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

  
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Notary Public

MITCHELL M. BRAND  
Notary Public, State of New York  
No. 4832584  
Qualified in Westchester County  
Commission Expires March 30, 2003

EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

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