

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shoes for Crews, LLC		09/02/2005	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2646817	CREWGUARD
Registration Number:	2355155	SFC
Registration Number:	2439986	GOT SLIPS?
Registration Number:	2161505	MIGHTY MAT!
Registration Number:	1880673	SHOES FOR CREWS
Registration Number:	1834116	SHOES FOR CREWS

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700
 Email: pagodoa@federalresearch.com
 Correspondent Name: CBCInnovis dba Federal Research
 Address Line 1: 1030 Fifteenth Street, NW, Suite 920

CH \$165.00 2646817

Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/08/2005

Total Attachments: 9
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Schedule 1

See Attached

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (this "**Amendment**"), dated as of September 2, 2005, is by and among **SHOES FOR CREWS, LLC**, a Florida limited liability company (the "**Assignor**"), **ROYAL BANK OF CANADA** ("**Outgoing Assignee**") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Administrative Agent (in such capacity, the "**New Assignee**") for the benefit of itself and all financial institutions that from time to time become lenders (the "**Lenders**") under the Credit Agreement (as such terms are hereinafter defined).

RECITALS:

WHEREAS, Assignor, Mighty Mat, LLC, a Florida limited liability company ("**Mighty Mat**"; Mighty Mat and Assignor each a "**Borrower**" and together the "**Borrowers**"), the other "**Obligors**", New Assignee, as a Lender and as Administrative Agent, and the other Lenders are parties to a Credit Agreement dated as of July 2, 2004 (as the same has been and may hereafter be amended, restated, supplemented or modified from time to time, the "**Credit Agreement**");

WHEREAS, in connection with the Credit Agreement, Assignor and Outgoing Assignee are parties to a Trademark Security Agreement (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**") dated as of July 2, 2004 and filed with the United States Patent and Trademark Office on August 15, 2005 at Reel 003141, Frame 0078; and

WHEREAS, Old Assignee desires to resign as Administrative Agent and New Assignee desires to be successor Administrative Agent under the Credit Agreement; and

WHEREAS, New Assignee, Old Assignee, Borrowers, each of the other "**Obligors**," each of the "**Founders**" (as such terms are defined in the Credit Agreement), M. Bradley Smith, an individual, and each of the "**Lenders**" party to the Credit Agreement are parties to a **CONSENT TO APPOINTMENT OF SUCCESSOR ADMINISTRATIVE AGENT** (the "**Consent**") dated as of even date herewith, pursuant to which, among other things, Old Assignee resigned as Administrative Agent and New Assignee became the successor Administrative Agent under the Credit Agreement;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and are made a part hereof.
2. **Definitions.** All capitalized terms used herein but not elsewhere defined shall have the respective meanings ascribed to such terms in the Agreement.
3. **Amendment to Agreement.** The Agreement is hereby amended by deleting all

references to “Royal Bank of Canada, in its capacity as Administrative Agent” appearing therein and substituting “Antares Capital Corporation, in its capacity as Administrative Agent” therefor.

4. **Representations and Warranties.** To induce Old Assignee and New Assignee to enter into this Amendment, Assignor represents and warrants that:

4.1 the execution, delivery and performance of this Amendment has been duly authorized by all requisite organizational action on the part of Assignor and that this Amendment has been duly executed and delivered by Assignor; and

4.2 each of the representations and warranties set forth in the Agreement (other than those which, by their terms, specifically are made as of certain date prior to the date hereof) are true and correct in all material respects as of the date hereof.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart.

- Remainder of Page Intentionally Left Blank; Signature Page Follows --

IN WITNESS WHEREOF, Assignor, New Assignee and Old Assignee have caused this Amendment to be duly executed and delivered in Chicago, Illinois as of the date first above written.

ASSIGNOR:

SHOES FOR CREWS, LLC, a Florida limited liability company

By: _____
Name: MATTHEW K SMITH
Title: MANAGER

NEW ASSIGNEE:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Administrative Agent

By: _____
Name: _____
Title: _____

OLD ASSIGNEE:

ROYAL BANK OF CANADA

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor, New Assignee and Old Assignee have caused this Amendment to be duly executed and delivered in Chicago, Illinois as of the date first above written.

ASSIGNOR:

SHOES FOR CREWS, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

NEW ASSIGNEE:

ANTARES CAPITAL CORPORATION, a Delaware corporation, as Administrative Agent

By: David Mahon
Name: David Mahon
Title: Director

OLD ASSIGNEE:

ROYAL BANK OF CANADA

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor, New Assignee and Old Assignee have caused this Amendment to be duly executed and delivered in Chicago, Illinois as of the date first above written.

ASSIGNOR:

SHOES FOR CREWS, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

NEW ASSIGNEE:

ANTARES CAPITAL CORPORATION, a Delaware corporation, as Administrative Agent

By: _____
Name: _____
Title: _____

OLD ASSIGNEE:

ROYAL BANK OF CANADA, as Resigning Administrative Agent

By: 
Name: David Wheatley
Title: Manager, Agency

Amendment to Trademark Security Agreement