Form P./O-1594 (Rev. 06/04)  DMB Collection 0651-0027 (exp. 6/30/2005)	12-23-2005 DEPARTMENT OF COMMER	
RECOF		
	103144194 ; or the new address(es) below	<u></u>
1. Name of conveying party(ies)/Execution Date(s): Altama Delta Corporation	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  Yes	5
	Name: Manufacturers and Traders Trust Company	
Individual(s) Association	Internal Address: 255 East Avenue	
General Partnership Limited Partnership	Street Address:	_
X Corporation-State	City: Rochester	
Other		
Citizenship (see guidelines) Georgia	State: NY	-
Execution Date(s) June 29, 2005	Country:Zip:14604	-
		-
Additional names of conveying parties attached? Yes X	Limited Partnership Citizenship	-
3. Nature of conveyance:	X Corporation Citizenship New York	_
Assignment Merger		
X Security Agreement Change of Name	Other Citizenship If assignee is not domiciled in the United States, a domestic	-
Other	representative designation is attached: Yes X No (Designations must be a separate document from assignmen	. [
4. Application number(s) or registration number(s) ar	<del></del>	<del>9</del>
A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
See Schedule A	See Schedule A	-
	Additional sheet(s) attached? X Yes No	5
C. Identification or Description of Trademark(s) (and Filin	ng Date if Application or Registration Number is unknown):	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Neal L. Slifkin	6. Total number of applications and registrations involved:	
Internal Address: Harris Beach PLLC		
	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00	
	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00  Authorized to be charged by credit card	
Street Address: 99 Garnsey Road	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$\frac{190.00}{} \text{Authorized to be charged by credit card}	
	Authorized to be charged by credit card  Authorized to be charged to deposit account	
City: Pittsford	Authorized to be charged by credit card Authorized to be charged to deposit account X Enclosed  8. Payment Information: a. Credit Card Last 4 Numbers	
City: Pittsford  State: NY Zip: 14534	Authorized to be charged by credit card Authorized to be charged to deposit account X Enclosed  8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date	
Street Address: 99 Garnsey Road  City: Pittsford  State: NY Zip: 14534  Phone Number: (585) 419-8636  Fax Number: (585) 419-8813	Authorized to be charged by credit card Authorized to be charged to deposit account X Enclosed  8. Payment Information: a. Credit Card Last 4 Numbers	    -
City: Pittsford  State: NY Zip: 14534  Phone Number: (585) 419-8636  Fax Number: (585) 419-8813	Authorized to be charged by credit card Authorized to be charged to deposit account X Enclosed  8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date  b. Deposit Account Number 08-0865  Authorized User Name	
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City: Pittsford  State: NY Zip: 14534  Phone Number: (585) 419-8636  Fax Number: (585) 419-8813  Email Address:	Authorized to be charged by credit card Authorized to be charged to deposit account X Enclosed  8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date  b. Deposit Account Number 08–0865  Authorized User Name	AR.BI
City: Pittsford  State: NY	Authorized to be charged by credit card Authorized to be charged to deposit account  Enclosed  8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date  b. Deposit Account Number 08-0865  Authorized User Name	

Documents to be recorded (including cover sheet) should be faxed to (103) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12-14-2005

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #72

### TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of June 29, 2005, between ALTAMA DELTA CORPORATION, a Georgia corporation with an address of 3399 Peachtree Road NE, Suite 820, Atlanta, Georgia 30326 (the "Debtor"), and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation having an address of 255 East Avenue, Rochester, New York 14604, as Agent for the benefit of the Lenders described in the Credit Agreement described below (the "Secured Party").

WHEREAS, Phoenix Footwear Group, Inc. ("Phoenix") has entered into a Credit Facility Agreement dated as of June 29, 2005 (as amended, restated, or replaced and in effect from time to time, the "Credit Agreement"), with the Secured Party, pursuant to which the Secured Party, subject to the terms and conditions contained therein, is to make credit facilities available to the Debtor; and

WHEREAS, the Debtor has guaranteed the Obligations of Phoenix as defined in the Credit Agreement, and will receive direct benefits from the credit facilities including access to the credit facilities thereunder, and

WHEREAS, it is a condition precedent to the Secured Party's making such credit facilities available under the Credit Agreement that the Debtor execute and deliver to the Secured Party a security agreement in substantially the form hereof; and

WHEREAS, the Debtor wishes to grant a security interest in favor of the Secured Party as herein provided; and

WHEREAS, this Agreement continues the security interests granted under, and restates and replaces in whole any and all security agreements previously made by Debtor in favor of Manufacturers and Traders Trust Company;

NOW THEREFORE, Debtor and Secured Party hereby agree as follows:

- 1. <u>Definitions; Interpretation</u>.
- (a) <u>Terms Defined in Credit Agreement and UCC</u>. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement, and if not defined therein but defined in the UCC, shall have the meanings assigned to them in the UCC.
- (b) <u>Certain Defined Terms</u>. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" has the meaning set forth above.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(c) <u>Construction. In this Agreement.</u> The following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

### 2. Security Interest.

- (a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):
- (i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in <u>Schedule A</u>), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
- (ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;
- (iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.
- (b) <u>Continuing Security Interest</u>. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

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- 3. <u>Supplement to Credit Agreement</u>. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Credit Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.
- 4. <u>Representations and Warranties</u>. Debtor represents and warrants to Secured Party that:
- (a) <u>Trademarks</u>. A true and correct list of all of the existing Collateral consisting of trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in <u>Schedule A</u>.
- 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.
- 6. <u>Authorization to Supplement</u>. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending <u>Schedule A</u> to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend <u>Schedule A</u> shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on <u>Schedule A</u>.
- 7. <u>Binding Effect</u>. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

- 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.
- 9. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Credit Agreement.
- 10. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.
- 11. <u>Termination</u>. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.
- 12. <u>No Inconsistent Requirements</u>. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.
- 13. <u>Severability</u>. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

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14. <u>Notices</u>. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[Remainder of page intentionally left blank.]

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

### ALTAMA DELTA CORPORATION

James R. Riedman

Chairman

MANUFACTURERS AND TRADERS TRUST COMPANY, as Agent for the benefit of the Lenders described in the Credit Agreement

### SCHEDULE A To the Trademark Security Agreement Made by ALTAMA DELTA CORPORATION ("Debtor")

U.S. Trademarks of Debtor

Registration No.

Registration Date

Registered Owner

Mark

See Attached

Pending U.S. Trademark Applications of Debtor

Application No.

Filing Date

**Applicant** 

Mark

See Attached

Foreign Trademarks of Debtor

Jurisdiction

Registration No.

Registration Date

Registered Owner

Mark

See Attached

Pending Foreign Trademark Applications of Debtor

Jurisdiction

Application No.

Filing Date

**Applicant** 

Mark

See Attached

Altama Delta Corporation

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Altama Delta Corporation

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01022-8010   Registered   BATTLEWEAR   74/380186   17-Jun-02  1898147   14/380186   17-Jun-02  1898147   14/380186   17-Jun-02  1898147   14/380186   17-Jun-02  18987288   17-Jun-02  18987288   14/380186   18-Jun-02  18987288   14/380186   18-Jun-02  18987288   14/380186   18-Jun-02  18987288   14/380186   18-Jun-02  18987288   18-Jun-02	Number	Cilent Ref #-	4		Application	82	egistration		Renewal
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Altama Delta Corporation

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208154	01022-8020F)	Pinhand	Registered ALTAMA	ALTAMA	2684/83	16-Dec-83 136068	20-Jen-85	20 mg 05
206155	01022-402	1541		ALTAMA	37/98	3-Jen-88 ""		
208156-1	01622-8020FJ	Ē	Pending	ALTANA COM		12-Feb-03 **		
208156	01022-8020FR	OFR (France	Registered IALTAWA	IALTAMA	03/474043	28-Jun-93[83474043	28-Jun-83	28~Jun-03
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263773	01022-80	WHN Honduras	Registered (ALTAMA	IALTAWA	101-4427	17-04-01 84113	18-Apr-02	18-Apr-12
208158	101022-8020HK	MHK Heng Kong	Registered ALTAMA	ALTAWA	18863	23-Aug-00 4455	25-Aug-00	23-Aug-67
208159	<b>2</b> _	Indonesia	Registered ALTANA	ALTAWA	D0010234	22-Aug-00 483844	17-54-01	22-Aug-10
201902	101022-8020IT	(Jay)	Registered ALTAMA	ALTAWA	M194C003766	2-Jun-84 696386	16-Dec-98	2-Jun-04
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204168	101022- <b>-</b> 00201-B	2018 Lebenon	Registered	Registered (ALTAMA	1148312	27-Jan-98 74622	27-Jen-96	27-Jan-13
208196	01022-80	OZONÍX Medoo Mendoo	Registered	Registered ALTAMA Registered ALTAMA COM. HX	430118	28-Jul-00 667590	27-Feb-01 29-Aug-00	28-Jul-10 29-Aug-02
208160	H022-80	20NZ New Zealand	Registered	Registered IALTAWA	614489	15-May-00 614489	16-Nov-00	16-May-07
208167	206167 [01022-6020N	ZONI Nicaragua	Registere	Registered JALTAMA	98/00/95	21-Jan-96[38351	17-Aug-98	17-Aug-08
204168	01022-8	IZONO [Namey	Registere	Registered ALTAMA	83/8200	16-Dec-83 174746	27.Jun-06	27-Jun-06
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271802	01022-8020PT Portugal		Registered ALTAMA	ALTAMA	297148	20-00-03/28/140		
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208144	101022-8020CH Switzerland	Switzerland	Registered ALTAMA	ALTAWA	12716/1993	16-Dec-83 41942/	10-060-63	
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208133	01022-0010	United States	Registered	BATTLEWEAR	74/206150	7 - Mr. 04 ( 000) 4	77.A.m. B.B.	
208134	01023-8020	United States	Recharence		77/1000/14	24 May 63 1997028	30 May - 85	
206182	01022-8021	Confect States	Kedenera	ALCONO COMPANY	74/405718	16-Jun-82 1886613	21-Mer-86	21-14-06
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	10000	Series	Abandonad	-	R 176/714358	26-May-89		
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	DIOZZ-POZDANI NEGRALI	II AMOUNT						

Certificate of Mailing By "Express Mail"		
"Express Mail" Mailin	g Label Number: EV 687033788 US	
Date of Deposit:	ember 13, 2005	
"Express Mail Post O above and is address	is correspondence is being deposited with the United States Postal Service ffice To Addressee" service with sufficient postage on the date indicated ed to: Mail Stop: Assignment Recordation Services, Commissioner for 1451, Alexandria, Virginia 22313-1451.	
Name of Person Signin	ng Certificate: Marilyn Tillman	
Signature:	Would Tillman Desember 13. 2005	
Date of Signing	Dozember 13. 2005	

FILING	05/26/1999
APPLN. NO.	75/714,358
REG. DATE	06/06/1995 08/27/1996 05/30/1995 03/21/1995
REG. NO.	1898147 1997268 1897028 1885613 2626182
TRADEMARK	BATTLEWEAR ALTAMA ALTAMA ALTAMA (AND FOOTPRINT DESIGN) SLAMMER SLIPPER CONBAT RIPPLE SOLE

TRADEMARK
RECORDED: 12/23/2005 REEL: 003278 FRAME: 0040