Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

12-23-2005

DEPARTMENT OF COMMERCE
ates Patent and Trademark Office

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103144196

To the Director of the U. S. Patent and Tradema... or the new address(es) below.

12-23-05

1. Name of conveying party(ies)/Execution Date(s):
Phoenix Footwear Group, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation-State
- [ ] Other

Citizenship (see guidelines) Delaware

Execution Date(s) June 29, 2005

Additional names of conveying parties attached? [ ] Yes [X] No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? [ ] Yes [X] No

Name: Manufacturers and Traders Trust Company

Internal Address: 255 East Avenue

Street Address:

City: Rochester

State: NY

Country: Zip: 14604

- [ ] Association Citizenship
- [ ] General Partnership Citizenship
- [ ] Limited Partnership Citizenship
- [X] Corporation Citizenship New York
- [ ] Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [X] Security Agreement
- [ ] Change of Name
- [ ] Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Schedule A

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

Additional sheet(s) attached? [X] Yes [ ] No

C. Identification or Description of Trademark(s) (and Filing 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

Internal Address: Harris Beach PLLC

Street Address: 99 Garnsey Road

City: Pittsford

State: NY Zip: 14534

Phone Number: (585) 419-8636

Fax Number: (585) 419-8813

Email Address:

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $690.00

- [ ] 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

12/23/2005 LMUELLER 00000006 2453986
01 FC:8521 40.00 OP
02 FC:8522 650.00 OP

9. Signature:

Signature

Date

Neal L. Slifkin
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (703) 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

SCHEDULE A

TRADEMARK	REG. NO.	REG. DATE	APPLN. NO.	FILING DATE
AMERICOMFORT	2453986	5/22/2001		
COMFY	727538	2/13/1962		
COMFY	104301	5/18/1915		
DANIEL GREEN	1534442	4/11/1989		
DEE GEE	1535462	4/18/1989		
MISCELLANEOUS DESIGN	1959751	3/5/1996		
SOFT WALK & DESIGN	2899145	11/2/2004		
SOFT-WALK	2357854	6/13/2000		
SOFT-WALK SUSPENSION	1856323	9/27/1994		
STROL & Design			76/561,721	11/25/2003
T Design	2722442	6/3/2003		
TROTTERS	2089400	8/19/1997		
TROTTERS	2089400 (Customs Recordation)	8/19/1997		
TROTTERS & Design	2671664	1/7/2003		
WALKING LADY	1137447	7/1/1980		
AFTER THE HATCH	2304796	12/28/1999		
AFTER THE HUNT	2300813	12/14/1999		
AMERICA'S ORIGINAL LEATHER ...	2081869	7/22/1997		
H.S. TRASK BOZEMAN MONTANA	2496187	10/9/2001		
H.S. TRASK AMERICAN BISON AUTHENTIC FOOTWEAR BOZEMAN	2124609	12/30/1997		
PRAIRIE MOC	2315525	2/8/2000		
TRASK	1946133	1/2/1996		
OLD SHOE COMFORT...RIGHT FROM THE START	2182890	8/18/1998		
BARBED WIRE			76/627,483	1/11/2005
BARBED WIRE LEATHERWORKS			76/627,638	1/12/2005
BARBED WIRE BY JASON JONES			76/627,639	1/12/2005
COLTER CREEK			78/581,701	3/7/2005

TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of June 29, 2005 between PHOENIX FOOTWEAR GROUP, INC., a Delaware corporation with an address of 5759 Fleet Street, Suite 220, Carlsbad, California 92008 (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, the Debtor 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, it is a condition precedent to the Secured Party's making such credit facilities available to the Debtor 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 any and all security interests granted under, and restates and replaces in whole any and all trademark assignments and 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. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement and UCC. 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) Certain Defined Terms. 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) Construction. In this Agreement. 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 Schedule A), 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) Continuing Security Interest. 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.

3. Supplement to Credit Agreement. 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

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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. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Trademarks. 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 Schedule A.

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. Authorization to Supplement. 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 Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. 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.

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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. Counterparts. 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. Termination. 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. No Inconsistent Requirements. 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. Severability. 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.

14. Notices. 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.]

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

PHOENIX FOOTWEAR GROUP, INC.

By: _____
James R. Riedman
Chairman

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

By: _____

Title: Vice President

SCHEDULE A
To the Trademark Security Agreement
Made by PHOENIX FOOTWEAR GROUP, INC. ("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

DOCKET #	COUNTRY	MARK	APP #/REG #	FILING/ REG DATE	RENEWAL DATE	STATUS
	Argentina	H.S. TRASK AUTHENTIC..	1756005	10/6/1999	10/6/2009	Registered
3120-58	Australia	SOFT WALK & Design	965034	8/7/2003	8/7/2013	Registered
3120-78	Australia	SOFT WALK & Design	993389	3/15/2004	3/15/2014	Registered
3120-75	**Australia**	**H.S. TRASK BOZEMAN MONTANA & Design**	**649575**	**12/29/1994**	**12/29/2004**	**Registered – 12 month grace period – 12/29/2005**
	Austria	**H.S. TRASK & Design**	**159,733**	**9/8/1995**	**9/30/2005**	**Registered**
3120-85	Benelux	H.S. TRASK & Design	566,612	12/23/1994	12/23/2004	Abandoned
3120-38	Brazil	TROTTERS	824289463	2/7/2002		Pending
	Brazil	H.S. TRASK & Design	818300108	11/18/1997		Suspended
3120-41	Canada	DANIEL GREEN	361066	10/27/1989	10/27/2004	Abandoned
3120-53	Canada	Foot design	TMA 620409	9/23/2004	9/22/2019	Registered
3120-22	Canada	OLDMAINE TROTTERS THE NEW BREED & Horse design	377486	12/21/1990	12/21/2015	Registered
3120-52	Canada	SOFT WALK	TMA 627350	12/2/2004	12/2/2019	Registered
3120-10	Canada	SOFT-WALK SUSPENSION	TMA 451486	12/8/1995	12/8/2010	Registered
3120-56	Canada	STROL & Design	1 202 728	1/2/2004		Pending
3120-11	Canada	TROTTERS	TMA 489463	2/6/1998	2/6/2013	Registered
3120-21	Canada	TROTTERS & design	TMA 470465	2/4/1997	2/4/2012	Registered
3120-16	Canada	WALKING LADY	287683	2/10/1984	2/10/2014	Registered
3120-71	Canada	H.S. TRASK & Design	TMA 517003	9/24/1999	9/24/2014	Registered
	Chile	H.S. TRASK & Design	455,585	1/11/1996	1/11/2006	Registered
	China	H.S. TRASK & Design	909.199	12/7/1996	12/6/2006	Registered
	Denmark	H.S. TRASK & Design	VR01.8301998	5/13/1998		Registered
	Egypt	H.S. TRASK & Design	116035	7/4/1998	7/4/2008	Registered
3120-72	Finland	H.S. TRASK & Design	213216	3/15/1999	3/15/2009	Registered
3120-49	France	TROTTERS & design	23163695	5/13/2002	5/12/2012	Registered
	France	H.S. TRASK & Design	94551075	12/27/1994	12/26/2004	Registered
3120-83	**Germany**	**H.S. TRASK & Design**	**39409681**	**12/28/1994**	**12/28/2004**	**Registered – 6 month grace period to 6/28/2005**

DOCKET #	COUNTRY	MARK	APP #/REG #	FILING/ REG DATE	RENEWAL DATE	STATUS
	Hong Kong	H.S. TRASK & Design	1969/1998	1/9/1995	1/9/2016	Registered
	Ireland	H.S. TRASK & Design	208032	3/24/1999		Registered
3120-60	Israel	SOFT WALK & Design	170738	3/4/2004		Abandoned
3120-61	Israel	STROL & Design	170739	3/4/2004		Pending
	Israel	H.S. TRASK & Design	118776	1/31/1999		Registered
3120-48	Italy	TROTTERS	M12002C0046 77	5/9/2002		Pending
	Italy	H.S. TRASK & Design	734,581	1/12/1995	1/12/2005	Registered
	Italy	H.S. TRASK BOZEMAN MONTANA	2000C010867	10/4/2000		Pending
3120-76	Japan	H.S. TRASK & Design	4014515	6/20/1997	6/20/2007	Registered
	Korea	H.S. TRASK & Design	441827	11/4/1998		Registered
3120-44	Mexico	COMFY	554704	7/30/1997	7/2/2007	Registered
3120-42	Mexico	DANIEL GREEN	679950	11/30/2000	4/27/2010	Registered
	Mexico	H.S. TRASK & Design	495,137	3/3/1995	3/3/2005	Registered
3120-59	New Zealand	SOFT WALK & Design	705962	12/16/2003		Abandoned
	New Zealand	H.S. TRASK & Design	290497	6/26/1998		Registered
	Norway	H.S. TRASK & Design	192157	9/21/1998		Registered
	Singapore	H.S. TRASK & Design	T95/03991E	5/5/1995	5/5/2005	Registered
	South Africa	H.S. TRASK & Design	98/05385	12/24/2001		Registered
3120-74	Spain	H.S. TRASK & Design	2155165	4/7/1998	4/7/2008	Registered
3120-73	Sweden	H.S. TRASK & Design	306638	12/8/1995	12/8/2005	Registered
	Switzerland	H.S. TRASK & Design	457077	1/13/1999		Registered
	Taiwan	H.S. TRASK & Design	701217	12/16/1995	12/15/2005	Registered
3120-70	**United Kingdom**	**H.S. TRASK & Design**	**2006161**	**12/30/1994**	**12/30/2004**	**Registered – in 6 mth grace period to 6/30/2005**
3120-28	United States	AMERICOMFORT	2453986	5/22/2001	5/22/2011	Registered
3120-39	United States	COMFY	727538	2/13/1962	2/13/2012	Registered
3120-46	**United States**	**COMFY**	**104301**	**5/18/1915**	**5/18/2005**	**Registered – in 6 mth grace period to 11/18/2005**

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DOCKET #	COUNTRY	MARK	APP #/REG #	FILING/ REG DATE	RENEWAL DATE	STATUS
3120-43	United States	DANIEL GREEN	1534442	4/11/1989	4/11/2009	Registered
3120-40	United States	DEE GEE	1535462	4/18/1989	4/18/2009	Registered
3120-8	**United States**	**Miscellaneous Design**	**1959751**	**3/5/1996**	**3/5/2006**	**Registered – renew due 3/5/2006**
3120-51	United States	SOFT WALK & Design	2899145	11/2/2004	11/2/2014	Registered
3120-2	**United States**	**SOFT-WALK**	**2357854**	**6/13/2000**	**6/13/2010**	**Registered – 8 & 15 due 6/13/2006**
3120-9	United States	SOFT-WALK SUSPENSION	1856323	9/27/1994	9/27/2004	Abandoned
3120-55	United States	STROL & Design	76/561721	11/25/2003		Pending
3120-34	United States	T design	2722442	6/3/2003	6/3/2013	Registered
3120-7	United States	TROTTERS	2089400	8/19/1997	8/19/2007	Registered
3120-12	United States	TROTTERS	2089400	8/19/1997	8/19/2007	Customs Recordation
3120-33	United States	TROTTERS & design	2671664	1/7/2003	1/7/2013	Registered
3120-14	United States	WALKING LADY	1137447	7/1/1980	7/1/2010	Registered
3120-62	**United States**	**AFTER THE HATCH**	**2304796**	**12/28/1999**	**12/28/2009**	**Registered – Combined Dec 8 & 15 due 12/28/05**
3120-63	**United States**	**AFTER THE HUNT**	**2300813**	**12/14/1999**	**12/14/2009**	**Registered – Combined Dec. 8 & 15 due 12/14/2005**
3120-64	United States	AMERICA'S ORIGINAL LEATHER…	2081869	7/22/1997	7/22/2007	Registered
3120-65	United States	H.S. TRASK BOZEMAN MONTANA	2496187	10/9/2001	10/9/2011	Registered
3120-66	United States	H.S. TRASK AMERICAN BISON AUTHENTIC FOOTWEAR BOZEMAN	2124609	12/30/1997	12/30/2007	Abandoned – no Combined Declaration 8 & 15 filed by 6/2004
3120-68	United States	PRAIRIE MOC	2315525	2/8/2000	2/8/2010	Registered
3120-69	**United States**	**TRASK**	**1946133**	**1/2/1996**	**1/2/2006**	**Registered**
3120-67	United States	OLD SHOE COMFORT… RIGHT FROM THE START	2182890	8/18/1998	8/18/2004	Registered
	Venezuela	H.S. TRASK & Design	418	1/27/1998		Published
3120-86	United States	BARBED WIRE	76/627483	1/11/2005		Pending

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DOCKET #	COUNTRY	MARK	APP #/REG #	FILING/ REG DATE	RENEWAL DATE	STATUS
3120-87	United States	BARBED WIRE LEATHERWORKS	76/627638	1/12/2005		Pending
3120-88	United States	BARBED WIRE BY JASON JONES	76/627639	1/12/2005		Pending
3120-89	Canada	COMFY	TMDA 38790			Registered
3120-90	United States	COLTER CREEK	78/581701	3/7/2005		Pending