TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
310 Global Brands, Inc.		05/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	300 S. Grand Ave., 12th Floor
Internal Address:	Attn: Skechers Acct Officer
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2995182	310
Registration Number:	2581111	310 CLOTHING
Registration Number:	2565085	310 MOTORING
Registration Number:	2571277	310 MOTORING
Registration Number:	2571276	310 MOTORING
Serial Number:	78276915	310
Serial Number:	78189743	310
Serial Number:	78455250	310
Serial Number:	76497617	310 CLOTHING
Serial Number:	76497623	310 MOTORING
Serial Number:	76518168	310 MOTORING
Serial Number:	76497624	310 PRODUCTIONS
Serial Number:	76514532	310 RACING

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Serial Number:	76531049	310 RACING
Serial Number:	76517956	310 SPORT
Serial Number:	76517894	TEAM 310
Serial Number:	76517964	THREE-ONE-O
Serial Number:	76517897	THREE-TEN

CORRESPONDENCE DATA

Fax Number: (213)443-2926

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 48th Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0223-122142
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	06/28/2006

Total Attachments: 8

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ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Agreement") is made as of the 31st day of May, 2006 by and between 310 Global Brands, Inc., a Delaware corporation ("Borrower"), and The CIT Group/Commercial Services, Inc., a New York corporation ("Agent"), in its capacity as agent for the lenders (the "Lenders") under that certain Second Amended and Restated Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement").

W I T N E S S E T H

WHEREAS, pursuant to the Loan Agreement, Agent and the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower and certain of its affiliates; and

WHEREAS, pursuant to the Loan Agreement, Borrower has granted to Agent, for the benefit of the Lenders, a continuing security interest in certain of Borrower's assets, including, without limitation, its United States patents, patent rights and applications therefor, United States trademarks and applications therefor, United States copyrights and all applications and registrations therefor, license rights and goodwill.

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

1. Incorporation of Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Collateral Assignment. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising United States:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any

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of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule C attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

Agent may record a copy of this Agreement in the United States Patent and Trademark Office and the United States Copyright Office as a security agreement. In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, Borrower hereby agrees that effective upon the occurrence of any Event of Default, Agent shall have all of the rights described in Section 10.3 of the Loan Agreement as to all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above. The rights of Agent hereunder shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such rights are granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Borrower or any other Person by Agent or any Lender (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by Borrower, other than those covered in that certain Assignment for Security of Patents, Trademarks and Copyrights dated June 15, 1999, between Borrower and Heller Financial, Inc. (Agent's predecessor in interest herein). Borrower shall provide Agent on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights, trademarks and applications shall be subject to the terms and conditions of the Loan Agreement and this Agreement.

4. Effect on Loan Agreement; Cumulative Remedies. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, AGENT SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, BORROWER SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL OF THE PROVISIONS OF THE CALIFORNIA UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR THE PROTECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT

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INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

7. CONSENT TO JURISDICTION. BORROWER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. BORROWER EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON BORROWER BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO BORROWER AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETED WITHIN TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

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

310 GLOBAL BRANDS, INC.

By:_____

Title: John Quinn
Chief Executive Officer

Accepted and Agreed to:

THE CIT GROUP/COMMERCIAL SERVICES, INC.,
as Agent

By:_____

Title:_____

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INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

7. CONSENT TO JURISDICTION. BORROWER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. BORROWER EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON BORROWER BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO BORROWER AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETED WITHIN TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

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

310 GLOBAL BRANDS, INC.

By:_____

Title:_____

Accepted and Agreed to:

THE CIT GROUP/COMMERCIAL SERVICES, INC.,
as Agent

By: Daniel Ben

Title: V.P.

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Schedule A

U.S. Patent Applications and Registrations in the name of 310 Global Brands, Inc.

NONE

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Schedule B

U.S. Copyright Applications and Registrations in the name of 310 Global Brands, Inc.

NONE

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Schedule C

U.S. Trademark Applications and Registrations in the name of 310 Global Brands, Inc.

Mark	*Class(es)*	*Serial No./ Filing Date*	*Registration No./ Registration Date*
310	1, 2, 3, 4, 6, 7, 12, 16, 18, 20, 25, 35, 37	78/276,915 07/21/2003	N/A
310	18, 25	78/189,743 11/27/2002	N/A
310 Combo (Vertical)	25	78/455,266 07/22/2004	2,995,182 09/13/2005
310 Combo (Elongated)	25	78/455,250 07/22/2004	N/A
310 CLOTHING	6, 9, 14, 16, 18, 20, 25	76/497,617 03/17/2003	N/A
310 CLOTHING	25	76/101,251 08/03/2000	2,581,111 06/18/2002
310 MOTORING	6, 9, 14, 16, 18, 20, 25	76/497,623 03/17/2003	N/A
310 MOTORING	1, 2, 3, 4, 7, 9, 12, 16, 25, 35, 37, 41	76/518,168 05/30/2003	N/A
310 MOTORING	35	76/101,223 08/03/2000	2,565,085 04/30/2002
310 MOTORING	37	76/248,581 05/01/2001	2,571,277 05/21/2002
310 MOTORING	39	76/248,579 05/01/2001	2,571,276 05/21/2002
310 PRODUCTIONS	6, 9, 14, 16, 18, 20, 25	76/497,624 03/17/2003	N/A
310 RACING	16, 25, 35, 37, 41	76/514,532 05/13/2003	N/A

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Schedule C

U.S. Trademark Applications and Registrations in the name of 310 Global Brands, Inc.

Mark	*Class(es)*	*Serial No./ Filing Date*	*Registration No./ Registration Date*
310 RACING & Design	1, 7, 9, 12, 14, 16, 18, 25	76/531,049 07/21/2003	N/A
310 SPORT	25, 37	76/517,956 05/29/2003	N/A
TEAM 310	25, 37	76/517,894 05/29/2003	N/A
THREE-ONE-O	25, 37	76/517,964 05/29/2003	N/A
THREE-TEN	25, 37	76/517,897 05/29/2003	N/A

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