

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allen-Edmonds Shoe Corporation		07/20/2006	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	1555 N. River Center Drive
Internal Address:	Suite 301
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53212
Entity Type:	National Bank Association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78804617	CASUAL COMFORT COLLECTION
Registration Number:	2515047	RECRAFTPAK
Registration Number:	2610485	CURA
Registration Number:	2374254	RECRAFTING
Registration Number:	1479246	ALLEN EDMONDS
Registration Number:	1506749	WOODLORE
Registration Number:	0836333	SHOE BANK
Registration Number:	0822911	ALLEN EDMONDS

CORRESPONDENCE DATA

Fax Number: (312)984-7700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-372-2000  
 Email: Chicago\_IP\_Docket@mwe.com  
 Correspondent Name: Jennifer M. Mikulina, Esq.

CH \$215.00 78804617

Address Line 1: 227 West Monroe Street  
Address Line 2: Suite 4400  
Address Line 4: Chicago, ILLINOIS 60606-5096

NAME OF SUBMITTER:	Jennifer M. Mikulina
Signature:	/Jennifer M. Mikulina/
Date:	08/02/2006

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of July 20, 2006 among ALLEN-EDMONDS SHOE CORPORATION, a Wisconsin corporation ("Debtor"), and U.S. Bank National Association, a national banking association, in its capacity as collateral agent as described in the Security Agreement described below (the "Collateral Agent").

### Recitals:

A. Debtor and Collateral Agent are parties to that certain Security Agreement dated as of July 20, 2006 (as amended, restated, or otherwise modified, the "Security Agreement").

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Collateral Agent a lien on, security interest in and right of set-off against any and all right, title and interest in and to Debtor's Collateral, including, without limitation, all of Debtors' right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of the Lenders Obligations.

C. All terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants and assigns to Collateral Agent a lien on, security interest in and right of set-off against any and all right, title and interest of such Debtor in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademarks"), whether presently existing or hereafter created or acquired, except to the extent the same constitute Excluded Assets:

(1) (a) all trademarks, service marks, company names, logos, certification marks, collective marks, designs, and all other source or business identifiers, including all registrations and applications listed on the attached Schedule A, (b) all renewals thereof, (c) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world, and (f) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by Debtor (all of such items in this Section (1) being referred to herein collectively as the "Trademarks");

(2) each written agreement now or hereafter in existence granting to Debtor any right to use any Trademark ("Trademark License"), to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule A annexed hereto); and

(3) all proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future (a) infringement, or dilution of any Trademark or breach of any Trademark License, or (b) injury to the goodwill associated with any Trademark.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Collateral Agent pursuant to the Security Agreement and secures the payment of the Lenders Obligations as further set forth in the Security Agreement.

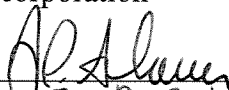
Debtor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the liens and security interests in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the 20<sup>th</sup> day of July, 2006.

DEBTOR:

ALLEN-EDMONDS SHOE CORPORATION, a  
Wisconsin corporation

By:   
Name: Jay P. Schauer  
Title: CFO

COLLATERAL AGENT:

U.S. BANK NATIONAL ASSOCIATION, a  
national banking association, as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the 20<sup>th</sup> day of July, 2006.

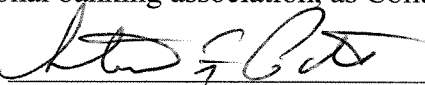
DEBTOR:

ALLEN-EDMONDS SHOE CORPORATION, a Wisconsin corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COLLATERAL AGENT:

U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Collateral Agent

By:  \_\_\_\_\_  
Name: **STEVEN F. POSTO**  
Title: **ASSISTANT VICE PRESIDENT**

**Schedule A  
to  
Trademark Security Agreement**

**Trademark Licenses**

None.

**Trademark Registrations and Applications**

Mark	Registration Number [Serial Number]	Registration Date [Filing Date]	Owner
CASUAL COMFORT COLLECTION	[78/804,617]	[2/1/2006]	Allen-Edmonds Shoe Corporation
RECRAFTPAK	2,515,047 [76/190,297]	12/4/2001 [1/5/2001]	Allen-Edmonds Shoe Corporation
CURA	2,610,485 [76/126,774]	8/20/2002 [9/12/2000]	Allen-Edmonds Shoe Corporation
RECRAFTING	2,374,254 [75/486,991]	8/8/2000 [5/18/1998]	Allen-Edmonds Shoe Corporation
ALLEN EDMONDS (Stylized)	1,479,246 [73/647,069]	3/8/1988 [3/2/1987]	Allen-Edmonds Shoe Corporation
WOODLORE (& Design)	1,506,749 [73/673,867]	10/4/1988 [7/23/1987]	Allen-Edmonds Shoe Corporation
SHOE BANK	836,333 [72/245,760]	10/3/1967 [5/16/1966]	Allen-Edmonds Shoe Corporation
ALLEN EDMONDS	822,911 [72/233,047]	1/24/1967 [11/22/1965]	Allen-Edmonds Shoe Corporation

CHI99 4657992-2.076383.0010

Schedule A  
To Trademark Security Agreement

RECORDED: 08/02/2006

**TRADEMARK**  
REEL: 003360 FRAME: 0526