

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foothill Capital Corporation		09/20/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Retail Finance II, LLC		
Street Address:	One Boston Place		
Internal Address:	Suite 1800		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1126617	G.I. JOE'S	
CORRESPONDENCE DATA			
Fax Number:	(617)248-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6172485000		
Email:	tadmin@choate.com		
Correspondent Name:	Jennifer Lynch		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	WELLS FARGO		
NAME OF SUBMITTER:	Jennifer Lynch		
Signature:	/Jennifer Lynch/		

OP \$40.00 1126617

Date:

09/21/2006

Total Attachments: 3

source=92106#page1.tif

source=92106#page2.tif

source=92106#page3.tif

**ASSIGNMENT OF RIGHTS IN
TRADEMARK SECURITY AGREEMENT**

This Assignment of Rights in Trademark Security Agreement (this "Assignment") is made as of September 20, 2006 by Foothill Capital Corporation, as assigning lender (the "Assignor") in favor of Wells Fargo Retail Finance II, LLC, assignee lender (the "Assignee").

WHEREAS, Assignor was granted a security interest in the trademarks and trademark applications listed on Schedule A attached hereto (the "Marks") and has recorded in the United States Patent and Trademark Office on March 17, 1998 at Reel 1707, Frame 0049 the Intellectual Property Security Agreement dated March 10, 1998 (the "Intellectual Property Security Agreement") by and between Foothill Capital Corporation and G.I. Joe's, Inc. (the "Debtor"); and

WHEREAS, Assignee is desirous of acquiring security interest granted by the Trademark Security Agreement in and to the Marks and the business and goodwill of the business in connection with which the Marks have been used.

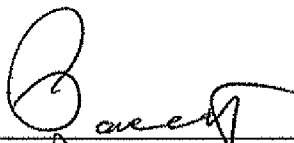
NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the Trademark Security Agreement and the Marks, together with the business and goodwill of the business in connection with such the Marks have been used.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Assignor, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

ASSIGNOR

FOOTHILL CAPITAL CORPOATION

By: 
Name: Paul G. Cann
Title: Vice President

ASSIGNEE

WELLS FARGO RETAIL FINANCE II, LLC

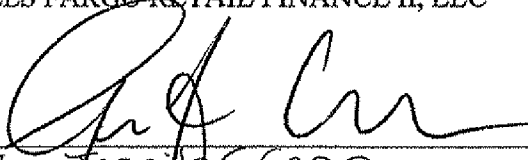
By: 
Name: Jennifer Cann
Title: Senior Vice President

Exhibit "A"

REGISTERED TRADEMARKS AND SERVICE MARKS

<u>Trademark of Service Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
G.I. JOE'S	November 6, 1979	1,126,617