

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
Bank of America, N.A., as Agent		09/21/2006	National Banking Association:

RECEIVING PARTY DATA

Name:	Hudson Straits CLO 2004, Ltd.
Street Address:	280 Park Avenue, 11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Exempt Cayman Islands Corporation:

Name:	Foxe Basin CLO 2003 Ltd.
Street Address:	280 Park Avenue, 11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Exempt Cayman Islands Corporation:

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	2424606	AMERICA'S CHOICE IN WORK SHOES
Registration Number:	2673949	ARMOR 75 XL-2
Registration Number:	2197972	ARMOR 75X-TRA LITE
Registration Number:	1477784	ATVS BY KNAPP
Registration Number:	2684659	CHIP-TEC
Registration Number:	2618725	E-SHOELUTIONS
Registration Number:	1276282	FREEDOM TOE
Registration Number:	0928349	GRABBER

TRADEMARK

REEL: 003395 FRAME: 0001

900058559

CH \$1190.00 2424606

Registration Number:	2291073	GRABBERS
Registration Number:	2230555	HIGH-WIDE PROFILE II
Registration Number:	2727043	IA
Registration Number:	1966512	IRON AGE
Registration Number:	2338623	IRON AGE
Registration Number:	1212263	IRON AGE
Registration Number:	0634888	IRON AGE
Registration Number:	2730271	IRON AGE
Registration Number:	1671179	IRON AGE MAXIMUM
Registration Number:	2351532	IRON AGE MAXIMUM PLUS
Registration Number:	1677695	IRON AGE SPORTWORK II
Registration Number:	2315779	KNAPP
Registration Number:	2331271	KNAPP
Registration Number:	1967884	KNAPP ATVS BUILT TO GO ANYWHERE
Registration Number:	1919898	KNAPP ATVS BUILT TO GO ANYWHERE
Registration Number:	1905063	KNAPP ATVS U.S.A. 2000 SERIES
Registration Number:	1901251	KNAPP ATVS U.S.A. 2000 SERIES
Registration Number:	0671243	KNAPP FREE-WAY CUSHIONED SHOES
Registration Number:	1133194	KNAPP MASTERCRAFT CUSHIONED COMFORT
Registration Number:	0785262	KNAPP SHOES
Registration Number:	0949859	METAPRO
Registration Number:	1919851	MIGHTY TOUGH
Registration Number:	1919852	MIGHTY TOUGH RUGGED LEATHER BOOTS
Registration Number:	2407139	MT. DURA
Registration Number:	2407141	MT. DURA
Registration Number:	0780371	OIL-RESISTANT GUARANTEED SHU-LIFE SOLE NON-MARKING
Registration Number:	2171489	RUFFHIDES
Registration Number:	1082707	SAFE-GARD
Registration Number:	2189220	SPORTWORK
Registration Number:	2671174	THE ORIGINAL IRON AGE CYCLE BOOT
Registration Number:	2234295	THE SOLES OF WORKING AMERICA
Registration Number:	1312443	TRAILBREAKERS
Registration Number:	1344676	TUF-SHOT
Registration Number:	1201228	TWO-SHOT

Serial Number:	78460215	IA IRON AGE
Serial Number:	78460216	IA IRON AGE THE AUTHORITY IN WORKPLACE FOOTWEAR
Serial Number:	78460218	IA IRON AGE WORKPLACE FOOTWEAR
Serial Number:	78460219	IA IRON AGE THE AUTHORITY IN WORKPLACE FOOTWEAR
Serial Number:	78475133	HYDROTEX

CORRESPONDENCE DATA

Fax Number: (312)577-4688

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

Phone: 312-577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332972-00001
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	09/22/2006

Total Attachments: 21

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AMENDMENT AND ASSIGNMENT OF GRANT OF TRADEMARK SECURITY
INTEREST

This Amendment and Assignment of Grant of Trademark Security Interest dated as of September 21, 2006 (this "**Amendment and Assignment**"), is made by and among BANK OF AMERICA, N.A., a national banking association ("**BOA**"), in its capacity as Agent under the Loan Agreement (as defined below), HUDSON STRAITS CLO 2004, LTD, an exempt Cayman Islands corporation and FOXE BASIN CLO 2003 LTD, an exempt Cayman Islands corporation, (collectively, the "**Term Lenders**"), and IRON AGE CORPORATION ("**Company**").

RECITALS

WHEREAS, Company, Falcon Shoe Mfg. Co., a Maine corporation, the lenders party thereto and BOA entered into that certain Loan and Security Agreement dated as of September 20, 2004 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Loan and Security Agreement**");

WHEREAS, Company, the lenders party thereto and BOA entered into that certain Trademark and License Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Trademark Agreement**") dated as of September 20, 2004 and recorded on May 18, 2006 with the United States Patent and Trademark Office at Reel 3311 and Frame 0945;

WHEREAS, pursuant to the Loan and Security Agreement and the Trademark Agreement, the Company granted to BOA, as agent on behalf of the lenders party thereto, a continuing security interest in, among other things, all of Company's right, title and interest in and to the trademarks referred to in Exhibit A hereto;

WHEREAS, pursuant to that certain Assignment Agreement of even date herewith by and between BOA, the Company and the Term Lenders (the "**Assignment Agreement**"), BOA has delegated its rights, remedies, duties and obligations under the Loan and Security Agreement, the Trademark Agreement and all other financing and collateral documents executed in connection therewith (the "**Loan Documents**") to the Term Lenders;

WHEREAS, BOA has resigned as Agent under the Loan and Security Agreement and the Term Lenders and the Company have agreed to amend and restate the Loan and Security Agreement in its entirety, without constituting a novation thereof or of the obligations arising thereunder, pursuant to that certain Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Amended and Restated Loan Agreement**") by and among the Company and the Term Lenders;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Company, BOA and the Successor Lenders hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Loan and Security Agreement.

2. Amendment of Trademark Agreement. The Trademark Agreement shall be amended such that the Successor Lenders shall replace BOA as "Secured Party" thereunder and all references to "Secured Party" thereunder shall hereinafter refer to Hudson Straits CLO 2004, Ltd. and Foxe Basin CLO 2003 Ltd.

3. Assignment. In connection with the assignment from BOA to the Successor Lenders under the Assignment Agreement, BOA does hereby assign and transfer all of its rights, remedies, duties and obligations as Secured Party under the Trademark Agreement to the Successor Lenders (without representation, warranty or recourse of any kind), and the Successor Lenders hereby accept all of BOA's assignment and transfer of its rights, remedies, duties and obligations as Secured Party under the Trademark Agreement. The execution and delivery of this Amendment and Assignment shall not in any way affect or modify the liability of Company under the Loan and Security Agreement or the Trademark Agreement, it being understood and agreed that notwithstanding this Amendment and Assignment, all of the obligations of Company under the Loan Documents shall be and remain enforceable by the Successor Lenders under the Trademark Agreement, or by its successors and assigns against Company.

4. Severability. Whenever possible, each provision of this Amendment and Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Amendment and Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment and Assignment. In addition, in the event any provision of or obligation under this Amendment and Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

5. Section Titles. Section and Subsection titles in this Amendment and Assignment are included for convenience of reference only, do not constitute a part of this Amendment and Assignment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Amendment and Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

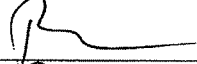
7. Governing Law. This Assignment and Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

8. Counterparts. This Amendment and Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment and Assignment.

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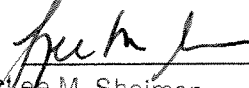
IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

BANK OF AMERICA, N.A.


By: 
Name: Brian Wright
Title: SVP

Trademark Assignment- Iron Age

HUDSON STRAITS CLO 2004, LTD.

By: 
Name: Lee M. Shalman
Title: Authorized Signatory

FOX E BASIN CLO 2003 LTD.

By: 
Name: Lee M. Shalman
Title: Authorized Signatory

IRON AGE CORPORATION

By: _____

Name: Amy Lorde

Title: VP

EXHIBIT A

Attached.

U.S. and Foreign Iron Age Corporation Trademarks

Trademark	Country	Registration No.	Registration Date	Application No.	Application Date	Status
AMERICA'S CHOICE IN WORK SHOES	US	2,424,606	01/30/2001	75/713,177	05/24/1999	Registered
ARMOR 75 XL-2	US	2,673,949	01/14/2003	76/195,492	01/17/2001	Registered
ARMOR 75X-TRA LITE & Design	Mexico	581659	07/06/1998	322891	02/18/1998	Registered
ARMOR 75X-TRA LITE & Design	US	2,197,972	10/20/1998	75/342,582	08/18/1997	Registered
ATVS BY KNAPP (Stylized Letters)	US	1,477,784	02/23/1988	73/629,844	11/03/1986	Registered
CHIP-TEC	Canada			1136788	04/09/2002	Allowed

Trademark	Country	Registration No.	Registration Date	Application No.	Application Date	Status
CHIP-TEC	Mexico	779145	02/20/2003	543100	04/16/2002	Registered
CHIP-TEC	US	2,684,659	02/04/2003	76/332,819	10/31/2001	Registered
E-SHOELUTIONS	Canada			1082028	11/09/2000	Registered #TMA598646
E-SHOELUTIONS	Mexico	689865	02/28/2001	459028	11/21/2000	Registered
E-SHOELUTIONS	US	2,618,725	09/10/2002	76/071,326	06/15/2000	Registered
FREEDOM TOE	US	1,276,282	05/01/1984	73/400,845	10/26/1982	Renewed
GRABBER	US	928,349	02/01/1972	72/381,260	01/18/1971	Renewed
GRABBERS	Canada	541750	03/01/2001	1000898	12/29/1998	Registered

<i>Trademark</i>	<i>Country</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Status</i>
GRABBERS	United Kingdom	2233084	05/18/2000	2233084	05/18/2000	Registered
GRABBERS	US	2,291,073	11/09/1999	75/530,025	08/03/1998	Registered
GRABBERS BY KNAPP	Finland	220852	05/15/2001	T200001882	05/31/2000	Registered
HIGH WIDE PROFILE II	US	2,230,555	03/09/1999	75/418,663	01/09/1998	Registered
IA DESIGN	US	2,727,043	06/17/2003	76/443,365	08/23/2002	Registered
IRON AGE	Australia	822342	02/03/2000	822342	02/03/2000	Registered
IRON AGE	Benelux	488506	12/07/1990	488206	12/07/1990	Registered
IRON AGE	Canada	223537	10/07/1977	401,496	08/23/1976	Registered

<i>Trademark</i>	<i>Country</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Status</i>
IRON AGE	Canada	TMA 473,865	03/26/1997	775314	02/13/1995	Registered
IRON AGE	China	642723	05/21/1993	92031129	06/09/1992	Registered
IRON AGE	Denmark	VR02318/1981	09/04/1981	VA05231/1980	11/26/1980	Renewed
IRON AGE	France	1621306	10/15/1990	243299	11/27/1980	Renewed
IRON AGE	Germany	1022860	11/27/1980	C29823/25 Wz	11/27/1980	Renewed
IRON AGE	Hong Kong	4875/1993	12/30/1993	92/11108	05/12/1992	Renewed
IRON AGE	Japan	3338462	08/08/1997	07/080174	08/03/1995	Registered
IRON AGE	Republic of Korea	386476	12/15/1997	96-12449	03/29/1996	Registered

<i>Trademark</i>	<i>Country</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Status</i>
IRON AGE	Republic of Korea	41362	02/19/1998	96-3290	03/29/1996	Registered
IRON AGE	Mexico	419038	08/03/1992	111295	04/22/1991	Renewed
IRON AGE	Mexico	509304	10/31/1995	233379	06/01/1995	Registered
IRON AGE	New Zealand	607636	02/03/2000	607636	02/03/2000	Registered
IRON AGE	New Zealand	607635	02/03/2000	607635	02/03/2000	Registered
IRON AGE	Norway	110047	12/03/1981	19803361	11/26/1980	Renewed
IRON AGE	Philippines	41995-104101	12/14/1999	102857	09/20/1995	Registered
IRON AGE	Philippines	41995-104100	11/28/2000	102856	09/20/1995	Registered

Trademark	Country	Registration No.	Registration Date	Application No.	Application Date	Status
IRON AGE	Sweden	176255	04/16/1981	010911	02/08/2001	Renewed
IRON AGE	Taiwan	434908	03/16/1989	81-027119	06/02/1992	Renewed
IRON AGE	United Kingdom	1512133	09/09/1992	1512133	09/09/1992	Renewed
IRON AGE	United Kingdom	1144205	11/19/1980	1144205	11/19/1980	Renewed
IRON AGE	US	1,966,512	04/09/1996	74/626,667	01/27/1995	Registered
IRON AGE	US	2,338,623	04/04/2000	75/728,611	06/15/1999	Registered
IRON AGE & Design	US	1,212,263	10/12/1982	73/314,475	06/11/1981	Renewed
IRON AGE (Stylized)	US	634,888	09/25/1956	72/001,059	01/19/1956	Renewed

Trademark	Country	Registration No.	Registration Date	Application No.	Application Date	Status
IRON AGE and Design	US	2,730,271	06/24/2003	76/314,396	09/19/2001	Registered
IRON AGE MAXIMUM	US	1,671,179	01/07/1992	74/070,897	06/19/1990	Renewed
IRON AGE MAXIMUM PLUX 2000	US	2,351,532	05/23/2000	75/626,374	01/26/1999	Registered
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
IRON AGE SPORTWORK II AND 1992	US	1,677,695	03/03/1992	74/070,762	06/19/1990	Renewed
KNAPP	US	2,315,779	02/08/2000	75/522,896	07/16/1998	Registered

<i>Trademark</i>	<i>Country</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Status</i>
KNAPP	US	2,331,271	03/21/2000	75/536,442	08/14/1998	Registered
KNAPP ATVS BUILT TO GO ANYWHERE	US	1,967,884	04/16/1996	74/580,683	09/30/1994	Registered
KNAPP ATVS BUILT TO GO ANYWHERE (Stylized Letters)	US	1,919,898	09/19/1995	74/580,704	09/30/1994	Registered
KNAPP ATVS U.S.A. 2000 SERIES	US	1,905,063	07/11/1995	74/454,002	11/03/1993	Registered
KNAPP ATVS U.S.A. 2000 SERIES (Stylized Letters)	US	1,901,251	06/20/1995	74/454,030	11/03/1993	Registered
KNAPP FREE-WAY CUSHIONED SHOES 7 DESIGN	US	671,243	12/16/1958	72/043,459	01/06/1958	Renewed

<i>Trademark</i>	<i>Country</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Status</i>
KNAPP GRABBERS	Mexico	623378	09/20/1999	385744	08/05/1999	Registered
KNAPP MASTERCRAFT CUSHIONED COMFORT & DESIGN	US	1,133,194	04/15/1980	73/177,390	07/07/1978	Renewed
KNAPP SHOES & Design	US	785,262	02/16/1965	72/189,710	03/26/1964	Renewed
METAPRO	US	949,859	01/02/1973	72/408,395	11/22/1971	Renewed
MIGHTY TOUCH	US	1,919,851	09/19/1995	74/503,977	03/11/1994	Registered
MIGHTY TOUCH RUGGED LEATHER BOOTS & Design	US	1,919,852	09/19/1995	74/503,978	03/11/1994	Registered
MT. DUFA	US	2,407,139	11/21/2000	75/625,300	01/22/1999	Registered

Trademark	Country	Registration No.	Registration Date	Application No.	Application Date	Status
MT. DURA & Design	US	2,407,141	11/21/2000	75/625,484,	01/22/1999	Registered
OIL RESISTANT GUARANTEED SHU-LIFE SOLE NON-MARKING	US	780,371	11/17/1964	72/169,638	05/24/1963	Renewed
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
RUFFHIDES	US	2,171,489	07/07/1998	74/491,094	02/15/1994	Registered
SAFE-GARD	Canada	TMA511,663	05/10/1999	869,158	02/11/1998	Registered
SAFE-GARD	Mexico	599,938	03/16/1998	325,962	03/16/1998	Registered
SAFE-GARD	US	1,082,707	01/17/1978	73/125,367	05/05/1977	Renewed

Trademark	Country	Registration No.	Registration Date	Application No.	Application Date	Status
SPORTWORK	Mexico	573674	03/30/1998	318773	01/07/1998	Registered
SPORTWORK	US	2,189,220	09/15/1998	75/319,368	07/03/1997	Registered
THE ORIGINAL IRON AGE CYCLE BOOT DESIGN	US	2,671,174	01/07/2003	76/200,245	01/25/2001	Registered
THE SOLES OF WORKING AMERICA	US	2,234,295	03/23/1999	75/462,254	04/06/1998	Registered
TRAILBREAKERS	US	1,312,443	01/01/1985	73/464,234	02/06/1984	Registered
TUF-SHOT	US	1,344,676	06/25/1985	73/474,773	04/10/1984	Registered
TWO-SHOT	US	1,201,228	07/13/1982	73/283,785	10/29/1980	Renewed

<i>Trademark</i>	<i>Country</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Status</i>
WORKSPORT	Canada	550825	09/14/2001	893041	10/13/1998	Registered

**U.S. and Foreign Iron Age Corporation Trademarks
(Continued)**

Trademark	Country	Registration No.	Registration Date	Application No.	Application Date	Status
IRON AGE (& Design)	US	N/A	N/A	78460215	8/2/2004	Pending
IRON AGE THE AUTHORITY IN WORKPLACE FOOTWEAR	US	N/A	N/A	78460216	8/2/2004	Pending
IRON AGE WORKPLACE FOOTWEAR	US	N/A	N/A	78460218	8/2/2004	Pending
IRON AGE THE AUTHORITY IN WORKPLACE FOOTWEAR	US	N/A	N/A	78460219	8/2/2004	Pending
HYDROTEX	US	N/A	N/A	78475133	8/27/2004	Pending

Confidential

9/9/2004

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LICENSES

1. Trademark License Agreement, dated as of September 28, 1999, by and between Iron Age Corporation and Bear Archery, Inc..
2. License Agreement, dated as of October 17, 2002, by and between Iron Age Corporation and The Rockport Company, LLC, as amended by Amendment No. 1, dated as of August 15, 2003, and Amendment No. 2, dated as of July 19, 2004.
3. Iron Age Trademark License Agreement, dated as of August 15, 1994, by and between Iron Age Corporation and W.L. Gore & Associates, Inc.
4. Sublicense Agreement, effective as of October 11, 2001, by and between Iron Age Corporation and The Timberland Company.
5. License Agreement, effective as of October 11, 2001, by and among Iron Age Corporation, Chien A. Lee and Donald R. Jensen.
6. Assignment and License Agreement and Release, dated as of June 4, 2003, by and among Chien A. Lee, Dr. Craig Lowe, Quasar Group, Inc., and Iron Age Corporation.
7. Sublicense Agreement, effective July 2, 2003, between Chien A. Lee and Iron Age Corporation.
8. Amended and Restated Purchase and License Agreement, dated as of May 1, 2003, by and between Iron Age Corporation and Quasar Group, Inc.
9. Preferred Service Provider Agreement, dated as of March 12, 2002, by and between Iron Age Corporation and Grainger Industrial Supply, a division of W. W. Grainger, Inc.