

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The New England Overshoe Company, Inc.		09/19/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, as administrative agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Banking Corporation:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2198172	N.E.O.S	
Registration Number:	2649329	NEOS	
Registration Number:	2071988	N.E.O.S PERFORMANCE OVERSHOES	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Matthew Mayer		
Signature:	/Matthew Mayer/		

CH \$90.00 2198172

Date:

09/29/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, (the "Agreement") dated as of September 19, 2006, is made between The New England Overshoe Company, Inc., a Delaware corporation (the "Grantor"), and the Credit Suisse, as collateral agent (together with its successors, in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor is party to the Guarantee and Collateral Agreement, dated September 19, 2006 (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises, Grantor and Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantors:

(a) Trademarks of such Grantor listed on Schedule I attached hereto; provided, however, that to the extent the security interest granted hereunder would cause the invalidation of any U.S. Trademark or service mark application which is the subject of the grant, such security interest shall not be effective against such trademark or service mark application, and the Administrative Agent shall not record its security interest in such trademark or service mark application, in each case until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office;

(b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

If any of the Trademarks shall be sold, transferred or otherwise disposed of by the Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of the Grantor, shall execute and deliver to the Grantor all releases or other documents reasonably necessary or desirable for the release of the security interest created hereby on such Trademarks.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall evidence but one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very Truly Yours,

~~THE NEW ENGLAND OVERSHOE COMPANY, INC.~~

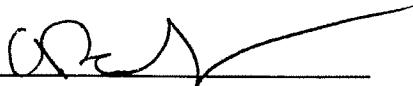
By: 

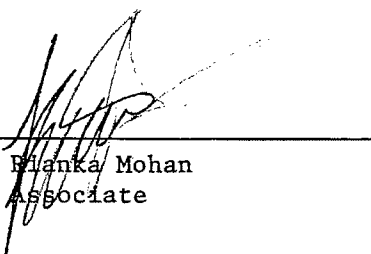
Robert A. Peterson
President and Chief Executive Officer

Accepted and Agreed:

CREDIT SUISSE,

acting through its Cayman Islands Branch, as Administrative Agent

By: 
Name: William O'Daly
Title: Director

By: 
Name: Blanka Mohan
Title: Associate

Trademark Security Agreement Signature Page

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS
Registrations

Owner	Registration Number	Trademark	Jurisdiction
New England Overshoe Company, Inc.	1751831	N.E.O.S. and Design	China
New England Overshoe Company, Inc.	1106551	N.E.O.S. and Design	China
New England Overshoe Company, Inc.	1178193	N.E.O.S. and Design	European Union
New England Overshoe Company, Inc.	4478062	N.E.O.S. and Design	Japan
New England Overshoe Company, Inc.	201136	N.E.O.S. and Design	Norway
New England Overshoe Company, Inc.	465467	N.E.O.S. and Design	Switzerland
New England Overshoe Company, Inc.	2,198,172	N.E.O.S. and Design	United States
New England Overshoe Company, Inc.	3047215	NEOS	Japan
New England Overshoe Company, Inc.	2,649,329	NEOS and Design	United States
New England Overshoe Company, Inc.	2,071,988	N.E.O.S. PERFORMANCE	United States

Applications:

None.