

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Rights in Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Retail Finance II, LLC		10/25/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Retail Finance, LLC		
Street Address:	One Boston Place		
Internal Address:	18th Floor		
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:	Attn: Trademark Administrator		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Jennifer Lynch		
Signature:	/Jennifer Lynch/		
Date:	10/25/2006		

TRADEMARK

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REEL: 003415 FRAME: 0395

OP \$40.00 1126617

Total Attachments: 4

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REEL: 003415 FRAME: 0396

ASSIGNMENT OF RIGHTS IN
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Assignment of Rights in Trademark Security Agreement (this "Assignment") is made as of October 25, 2006 by Wells Fargo Retail Finance II, LLC, as assigning lender (the "Assignor") in favor of Wells Fargo Retail Finance, 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 September 21, 2006 at Reel 03394, Frame 0634 the Intellectual Property Security Agreement dated March 10, 1998 (the "Intellectual Property Security Agreement") by and between Foothill Capital Corporation (as predecessor-in-interest to Assignor) and G.I. Joe's, Inc. (the "Debtor"); and

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

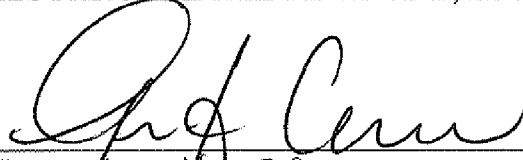
NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the Intellectual Property Security Agreement and the Marks, together with the business and goodwill 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

WELLS FARGO RETAIL FINANCE II, LLC

By: 
Name: Jennifer Cann
Title: Senior Vice President

ASSIGNEE

WELLS FARGO RETAIL FINANCE, LLC

By: 
Name: Jennifer Cann
Title: Senior Vice President

SCHEDULE A

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