

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Intellectual Property Security Agreement and Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Athlete's Foot Group, Inc.		08/01/2003	CORPORATION: DELAWARE
The Athlete's Foot Stores, Inc.		08/01/2003	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Wells Fargo Retail Finance II, LLC
Street Address:	1 Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1855396	POST SEASON
Registration Number:	1889497	SPORTS WRAP
Registration Number:	1988625	
Registration Number:	1667041	THE LOCKER ROOM
Registration Number:	2392475	LOCKER ROOM
Serial Number:	75639474	THE LOCKER ROOM
Serial Number:	74419277	SPORTS WRAP
Serial Number:	74510813	ATHLETIC FOOTWEAR LIQUIDATORS
Serial Number:	74053016	THE LOCKER ROOM

CORRESPONDENCE DATA

Fax Number: (404)439-1819

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

Phone: 4048738500
Email: erinn.robinson@agg.com, portia.gordon@agg.com
Correspondent Name: Erinn K. Robinson, Esq.
Address Line 1: 171 17th Street, NW
Address Line 2: Suite 2100
Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER:	21215-1
NAME OF SUBMITTER:	Erinn K. Robinson
Signature:	/Erinn K. Robinson, Esq./
Date:	10/27/2006

Total Attachments: 8

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**TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT AND RELEASE
OF SECURITY INTEREST**

This **TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT AND RELEASE OF SECURITY INTEREST** (this "Agreement") is made as of this ~~4~~ day of August, 2003 by and among The Athlete's Foot Group, Inc., a Delaware corporation, and The Athlete's Foot Stores, Inc., a Pennsylvania corporation (the "Borrower"), as pledgors (collectively, the "Pledgors") and Wells Fargo Retail Finance II, LLC (formerly known as Wells Fargo Retail Finance, LLC; the "Agent"), as agent for the lenders party to the Loan Agreement (as defined below) (together with any other financial institution which subsequently becomes a "Lender" under the Loan Agreement, the "Lenders").

WITNESSETH:

WHEREAS, the Borrower, the Lenders, and the Agent are parties to that certain Loan and Security Agreement, dated as of June 29, 2001, as amended by that certain First Amendment to Loan and Security Agreement, dated as of December 31, 2001, as further amended by that certain Amended and Restated Second Amendment to Loan and Security Agreement dated as of February 1, 2002, as further amended by that certain Third Amendment to Loan and Security Agreement dated as of May 14, 2002, as further amended by that certain Fourth Amendment to Loan and Security Agreement dated as of May 31, 2002, as further amended by that certain Fifth Amendment to Loan and Security Agreement dated as of July 9, 2002, as further amended by that certain Sixth Amendment to Loan and Security Agreement dated as of October 1, 2002, as further amended by that certain Seventh Amendment to Loan and Security Agreement dated as of November 30, 2002, as further amended by that certain Eighth Amendment to Loan and Security Agreement dated as of January 31, 2003, as further amended by that certain Ninth Amendment to Loan and Security Agreement dated as of March 31, 2003, as further amended by that certain Tenth Amendment to Loan and Security Agreement dated as of April 30, 2003 and as further amended by that certain Eleventh Amendment to Loan and Security Agreement dated as of June 10, 2003 (as further amended from time to time, the "Loan Agreement"; capitalized terms used herein without definition shall have the meanings given to such terms in the Loan Agreement); and

WHEREAS, the Pledgors executed and delivered to the Agent that certain Intellectual Property Security Agreement dated as of June 29, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") in order to induce the Lender Group to extend credit to the Borrower from time to time and to secure the full and prompt payment and performance of among other things, the Secured Obligations (as defined in the Intellectual Property Security Agreement); and

WHEREAS, the Borrower has requested that the Agent and the Lenders consent to certain transactions constituting a Liquidity Event and the making of the Liquidity Event Payment and the Agent and the Lenders have agreed to such consent on the condition, among others, that the Intellectual Property Security Agreement be terminated and the Agent's security interest in respect of the Trademarks, Patents, Copyrights and Licenses (as defined in the Intellectual Property Security Agreement) pledged thereunder and attached hereto as Schedule 1, 2, 3 and 4 respectively be released.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and

agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Termination of Intellectual Property Security Agreement; Release of Security Interest.** Each of the Pledgors and the Agent hereby agree that as of the date first above written, the Intellectual Property Security Agreement shall be terminated. The Agent hereby further confirms to each Pledgor that as of the date first above written, the Agent's security interest in and lien on the Trademarks, Patents, Copyrights and Licenses granted pursuant to the Intellectual Property Security Agreement is terminated and released. Upon reasonable notice and request, and at the expense of the Pledgors, the Agent agrees to execute such additional documents as are necessary to effect the termination and release of the security interest and lien granted pursuant to the Intellectual Property Security Agreement as the Pledgors may so request in order to evidence or otherwise give public notice of such termination and release.
2. **Governing Law.** This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia without reference to the conflicts or choice of law principles thereof.
3. **Binding Agreement.** This Agreement shall be binding upon the successors and assigns of the parties hereto.
4. **Headings.** The section headings hereof are inserted for convenience of reference only and shall in no way alter, amend, define or be used in the construction or interpretation of the text of such section.
5. **Construction.** Whenever the context hereof so requires, reference to the singular shall include the plural and likewise, the plural shall include the singular; words denoting gender shall be construed to mean the masculine, feminine or neuter, as appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative of the general recitation.
6. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.
7. **ENTIRE AGREEMENT. THIS AGREEMENT SHALL EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SHALL SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.**

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED to be effective as of the date first above written.

AGENT:

WELLS FARGO RETAIL FINANCE II, LLC
(formerly known as Wells Fargo Retail Finance,
LLC)

By: _____
Name: _____
Title: _____

PLEDGORS:

THE ATHLETE'S FOOT GROUP, INC.

By: Robert J. Carliss
Name: Robert J. Carliss
Title: President and Chief Executive Officer

THE ATHLETE'S FOOT STORES, INC.

By: Donald J. Carmacho
Name: Donald J. Carmacho
Title: Senior Vice President

EXECUTED to be effective as of the date first above written.

AGENT:

WELLS FARGO RETAIL FINANCE II, LLC
(formerly known as Wells Fargo Retail Finance,
LLC)

By: Jennifer Cunn
Name: Jennifer Cunn
Title: Adv. Assoc. Account Executive

PLEDGORS:

THE ATHLETE'S FOOT GROUP, INC.

By: _____
Name: _____
Title: _____

THE ATHLETE'S FOOT STORES, INC.

By: _____
Name: _____
Title: _____

SCHEDULE 1

Current Trademarks and Trademark Applications

<u>PLEDGOR</u>	<u>COUNTRY/ STATE</u>	<u>MARK</u>	<u>SERIAL NO. OR REGISTRATION NO.</u>	<u>APP/REG DATE</u>
The Athlete's Foot Group, Inc.	USA	Post Season	R1855396	9/20/94
The Athlete's Foot Group, Inc.	USA	Sports Wrap	R1889497	4/11/95
The Athlete's Foot Group, Inc.	USA	** Design Only **	R1988625	7/23/96
The Athlete's Foot Stores, Inc.	USA	The Locker Room	R1667041	12/03/91
The Athlete's Foot Stores, Inc.	USA	Locker Room	R2392475	10/10/00
The Athlete's Foot Stores, Inc.	USA	The Locker Room	75-639474	2/5/99
The Athlete's Foot Stores, Inc.	CA	The Locker Room	R37070 6063 renewal #	6/29/90 6/29/00
The Athlete's Foot Stores, Inc.	OR	The Locker Room	RT21411	2/23/87 renewed 2/21/92
The Athlete's Foot Stores, Inc.	OR	The Locker Room	RS31513	5/7/97
The Athlete's Foot Stores, Inc.	WA	The Locker Room	R26057	5/5/97

Trade Names

The Athlete's Foot

Trademarks Not Currently In Use

<u>PLEDGOR</u>	<u>COUNTRY/ STATE</u>	<u>MARK</u>	<u>SERIAL NO. OR REGISTRATION NO.</u>	<u>APP/REG DATE</u>
The Athlete's Foot Group, Inc.	USA	Sports Wrap	74-419277	Abandoned 11/18/95
The Athlete's Foot Group, Inc.	USA	Athletic Footwear Liquidators	74-510813	Abandoned 3/13/96
The Athlete's Foot Stores, Inc.	USA	The Locker Room	74-053016	Abandoned 11/17/93
The Athlete's Foot Stores, Inc.	WA	The Locker Room	R17037	2/19/87 expired 2/19/97

SCHEDULE 2

Patents

None

Patent Applications

None

SCHEDULE 3

Copyrights

None

SCHEDULE 4

Licenses

Operating Agreement dated May 1, 1997 as amended between Athlete's Foot Marketing Associates, Inc. (now known as Athlete's Foot Marketing Associates, LLC.) and Borrower.

ATL955183.3

RECORDED: 10/27/2006

TRADEMARK
REEL: 003417 FRAME: 0364