

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the correct the typographical error that included incorrect trademark number to security interest previously recorded on Reel 003419 Frame 0016. Assignor(s) hereby confirms the the deletion of reg. #2998100, from security interest. Iron Age Corporation never had rights to reg. no. 2998100.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Iron Age Corporation		09/21/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	HUDSON STRAITS CLO 2004, LTD.
<b>Street Address:</b>	280 PARK AVE.
<b>Internal Address:</b>	11TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	CORPORATION: CAYMAN ISLANDS

<b>Name:</b>	FOX E BASIN CLO 2003 LTD.
<b>Street Address:</b>	280 PARK AVE
<b>Internal Address:</b>	11TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	CORPORATION: CAYMAN ISLANDS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78960811	E-SHOELUTIONS

**CORRESPONDENCE DATA**

Fax Number: (215)979-1020

**CH \$40.00 78960811**

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

Phone: 215-979-1817  
Email: ccampbell@duanemorris.com  
Correspondent Name: Christiane Schuman Campbell  
Address Line 1: 30 S. 17th Street  
Address Line 2: Duane Morris LLP  
Address Line 4: Philadelphia, PENNSYLVANIA 19406

ATTORNEY DOCKET NUMBER:	U1812FIRM/SS
NAME OF SUBMITTER:	Christiane Schuman Campbell
Signature:	/Christiane Schuman Campbell/
Date:	01/11/2008

**Total Attachments: 34**

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**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
Iron Age Corporation		09/29/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	HUDSON STRAITS CLO 2004, LTD.
Street Address:	280 Park Ave., 11th floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: CAYMAN ISLANDS

Name:	FOX E BASIN CLO 2003 LTD.
Street Address:	280 Park Ave., 11th floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: CAYMAN ISLANDS

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	78960811	E-SHOELUTIONS
Serial Number:	78727724	IRON AGE
Serial Number:	78737481	IRON AGE
Serial Number:	78737484	IRON AGE
Registration Number:	2082503	ROUGH CREEK
Registration Number:	2998100	IRONMAN

**CORRESPONDENCE DATA**

CH \$165.00 78960811

**900061466**

**TRADEMARK**  
 REEL: 003419 FRAME: 0016  
**TRADEMARK**  
 REEL: 003694 FRAME: 0916

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:	10/31/2006

Total Attachments: 30  
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## ADDENDUM TO TRADEMARK SECURITY AGREEMENT

This Addendum to Trademark Security Agreement dated as of September 29, 2006 (this "**Addendum**"), is made by and among 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, a Delaware corporation ("**Company**").

### RECITALS

WHEREAS, Company, Falcon Shoe Mfg. Co., a Maine corporation, Bank of America, N.A., a national banking association ("**BOA**"), in its capacity as Agent under the Original Loan Agreement (as defined below), and certain other Lenders a party thereto entered into that certain Original Loan 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 "**Original Loan Agreement**");

WHEREAS, Company 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 Original Loan 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 Original Loan 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 Original Loan Agreement and the Term Lenders and the Company have amended and restated the Original Loan Agreement in its entirety, without constituting a novation thereof or of the obligations arising thereunder, pursuant to that certain Amended and Restated Original Loan Agreement of dated as of September 21, 2006 (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;

WHEREAS, the parties hereto desire to execute this Addendum for the purposes of amending the Trademark Agreement and the notice of such Trademark Agreement in order to

add certain new or additional trademarks, trademark registrations, trade names, service marks, applications or Licenses thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Company and the Term 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 Original Loan Agreement.

2. Amendment of Trademark Agreement. Pursuant to Section IV of the Trademark Agreement, the parties hereby amend the Trademark Agreement by modifying Schedules A and B thereof to include and incorporate the schedules attached hereto as Exhibit A and Exhibit B, which schedules shall supplement but not replace the schedules attached to the original Trademark Agreement. These schedules are being modified to add certain new or additional trademarks, trademark registrations, trade names, service marks, applications or Licenses, as the case may be. A copy of the original Trademark Agreement is being filed herewith.

3. Severability. Whenever possible, each provision of this Addendum will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Addendum 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 Addendum. In addition, in the event any provision of or obligation under this Addendum 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.

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

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

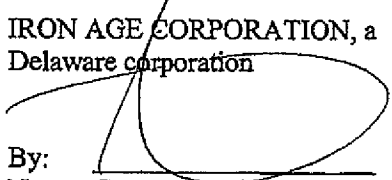
6. Governing Law. This Addendum shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

7. Counterparts. This Addendum 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 Addendum.

*[remainder of page intentionally left blank; signature page follows]*

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

IRON AGE CORPORATION, a  
Delaware corporation

By:   
Name: Gary A. Lortie  
Title: Senior Vice President

HUDSON STRAITS CLO 2004,  
LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FOX E BASIN CLO 2003 LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRADEMARK

REEL: 003419 FRAME: 0020

TRADEMARK

REEL: 003694 FRAME: 0920

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

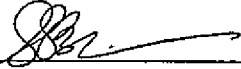
IRON AGE CORPORATION, a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HUDSON STRAITS CLO 2004, LTD.  
By: GSO Capital Partners LP as Collateral Manager

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Sanjai Bhonsle  
Authorized Signatory

FOX E BASIN CLO 2003, LTD.  
By: GSO Capital Partners LP as Collateral Manager

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Sanjai Bhonsle  
Authorized Signatory



**EXHIBIT A**

**Additional Trademarks**

**I. Active United States Trademarks**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
E-SHOELUTIONS (Stylized)	78/960811	8/25/2006		
IRON AGE	78/727724	10/06/2005		
IRON AGE	78/737481	10/20/2005		
IRON AGE	78/737484	10/20/2005		
IRONMAN	78/461212	8/03/2004	2998100	9/20/2005
ROUGH CREEK	75/095927	4/29/1996	2082503	7/22/1997

**II. Inactive United States Trademarks**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
IRON AGE PLUS	75/077586	3/25/1996	2120443	12/09/1997
IRON AGE PLUS	75/077586	3/25/1996	2112932	11/11/1997

**II. Foreign Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
IRON AGE	Community Trademark	4911641	2/20/2006		

**EXHIBIT B**

**Additional Licenses**

None.

**TRADEMARK AND LICENSE SECURITY AGREEMENT**

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of September 20, 2004 made by IRON AGE CORPORATION, a Delaware corporation, having its chief executive office at Robinson Plaza Three, Suite 400, Pittsburgh, Pennsylvania 15205 ("Pledgor"), and BANK OF AMERICA, N.A., a national banking association ("BOA"), as agent (BOA, in such capacity, being "Agent") for Lenders participating in the Loan Agreement referred to below.

WITNESSETH:

WHEREAS, Pledgor has entered into that certain Loan and Security Agreement dated as of September 20, 2004 (as the same may hereafter be amended or otherwise modified from time to time, the "Loan Agreement"), by and among Pledgor, Falcon Shoe Mfg. Co., a Maine corporation ("Falcon" and together with Pledgor being referred to hereinafter collectively as, the "Borrowers"), the lenders who are signatories thereto ("Lenders") and Agent, pursuant to which Lenders have, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the "Loans") to Borrowers; and

WHEREAS, Lenders have required as a condition, among others, to the making of the Loans to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of Borrowers' obligations and liabilities hereunder, under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrowers to Agent, for itself and the ratable benefit of Lenders, in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that Pledgor execute and deliver this Agreement to Agent, for itself and the ratable benefit of Lenders;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows:

I. Defined Terms.

- A. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- B. The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.
- C. All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

II. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Pledgor hereby grants to Agent, for itself and the ratable benefit of Lenders, a first priority security interest in, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Pledgor's now owned or existing and filed and hereafter acquired or arising and filed:

- A. trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in the foregoing clauses (a)-(d), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- B. the goodwill of Pledgor's business connected with and symbolized by the Trademarks; and
- C. license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Pledgor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's rights, for itself and the ratable benefit of Lenders under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section II, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

III. Restrictions on Future Agreements. Pledgor will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent, for itself and the ratable benefit of Lenders under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Pledgor's business.

IV. New Trademarks. Pledgor represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications now owned or held by Pledgor. If, prior to the termination of this Agreement, Pledgor shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, service mark, service mark registration or service mark application, the provisions of Section II shall automatically apply thereto and Pledgor shall give to Agent prompt written notice thereof. Pledgor hereby authorizes Agent to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section II, or under this Section IV, and (b) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section II or this Section IV.

V. Royalties. Pledgor hereby agrees that the use by Agent, for itself and the ratable benefit of Lenders, of the Trademarks and Licenses as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Pledgor.

VI. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated. At such time the rights granted to Agent, for itself and the ratable benefit of Lenders, hereunder shall also terminate.

VII. Right to Inspect; Further Assignments and Security Interests. Agent, for itself and the ratable benefit of Lenders, and during the continuation of any Default or Event of Default, any Lender, shall have the right from time to time, as often as may be reasonably requested, but only during normal business hours, to visit and inspect Pledgor's premises and to examine Pledgor's books, records, and operations relating to the Trademarks, including, without limitation, Pledgor's quality control processes. Agent, if no Default or Event of Default then exists, shall give Pledgor reasonable prior notice of any such inspection. From and after the occurrence of an Event of Default, and subject to the terms of the Loan Agreement, Pledgor agrees that Agent, for itself and the ratable benefit of Lenders, or a conservator appointed by

Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Pledgor under the Trademarks. Pledgor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of Agent, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to adversely change the quality of such products in any material respect without the prior written consent of Agent, which consent shall not be unreasonably withheld.

VIII. Duties of Pledgor. Pledgor shall have the duty, to the extent desirable in the normal conduct of Pledgor's business and consistent with Pledgor's current business practices (i) to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Pledgor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Pledgor's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Pledgor. Pledgor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefore and which is or shall be necessary or economically desirable in the operation of the Pledgor's business. Pledgor agrees to retain an experienced trademark attorney reasonably acceptable to Agent for the filing and prosecution of all such applications and other proceedings. Agent shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Pledgor and added to the Obligations secured hereby.

IX. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Agent, for itself and the ratable benefit of Lenders, shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Pledgor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section IX (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

X. Waivers. No course of dealing between Pledgor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver of any of Agent's or Lenders' rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

XI. Agent's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Pledgor acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Agent, for itself and the ratable benefit of Lenders, shall have the right to exercise its rights and the Lenders' rights under the Loan Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of Pledgor's business.

XII. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

XIII. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections II and IV hereof or by a writing signed by the parties hereto.

XIV. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies, for itself and the ratable benefit of Lenders, with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Pledgor hereby irrevocably appoints Agent as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of written notice to Pledgor of Agent's intention to enforce its rights and claims, for itself and the ratable benefit of Lenders, against Pledgor, Pledgor hereby authorizes Agent to, in its sole discretion (i) endorse Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems is in the best interest of itself and the Lenders, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section XIV without taking like action with respect to the entire goodwill of Pledgor's business connected with the use of, and symbolized by, such Trademarks. Pledgor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section VI. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or Lenders under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent,

for itself and the ratable benefit of Lenders shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

XV. Binding Effect; Benefits. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their respective nominees, successors and assigns. Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Pledgor; provided, however that Pledgor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

XVI. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

XVII. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

XVIII. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

XIX. Execution in 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.

XX. Right of Recordal of Security Interest. Agent shall have the right, for itself and the ratable benefit of Lenders, but not the obligation, at the expense of Pledgor, to record this Agreement in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise Pledgor of such recordals. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, Pledgor shall have the right to effect recordal of such satisfaction or termination at the expense of Pledgor in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by Pledgor. Agent and Pledgor shall cooperate to effect all such recordals hereunder.

[SIGNATURE PAGE FOLLOWS]



*Trademark and License Security Agreement Signature Page*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**IRON AGE CORPORATION, a  
Delaware corporation**

By:   
Name: Neil Canty  
Title: Vice President

CHICAGO/#1274819

TRADEMARK  
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TRADEMARK  
REEL: 003694 FRAME: 0930

STATE OF Massachusetts )  
 ) SS  
COUNTY OF Middlesex )

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 20<sup>th</sup> day of September, 2004, by Neil Canty personally known to me to be the Vice President of Iron Age Corporation, a Delaware corporation, on behalf of such corporation.

(SEAL)

*Michael R. Solak*  
Notary Public


My commission expires: 4-28-2011

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TRADEMARK  
REEL: 003694 FRAME: 0931

*Trademark and License Security Agreement Signature Page*

BANK OF AMERICA, N.A., as Agent

By:   
Name: DAN PETRIK  
Title: VICE PRESIDENT

CHICAGO/#1274819

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TRADEMARK  
REEL: 003694 FRAME: 0932

**SCHEDULE A**

to Trademark and License Security Agreement

**TRADEMARKS**

See 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

Trademark	Country	Registration No.	Registration Date	Application No.	Application Date	Status
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

Trademark	Country	Registration No.	Registration Date	Application No.	Application Date	Status
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



Trademark	Country	Registration No.	Registration Date	Application No.	Application Date	Status
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

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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

Trademark	Country	Registration No.	Registration Date	Application No.	Application Date	Status
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 ANWHERE (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

Trademark	Country	Registration No.	Registration Date	Application No.	Application Date	Status
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. DURA	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

**SCHEDULE B**

to Trademark and License Security Agreement

**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.

**RECORDED: 10/31/2006**

**RECORDED: 01/11/2008**

**TRADEMARK**

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**TRADEMARK**  
**REEL: 003694 FRAME: 0947**