

Form PTO-1594 (Rev. 07/05)

OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

8009-4

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies):

See attached list

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☐ Other \_\_\_\_\_

Citizenship (see guidelines)

Additional names of conveying parties attached? ☒ Yes ☐ No

## 3. Nature of conveyance / Execution Date(s):

Execution Date(s) August 17, 2007

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Retail Finance, LLC,

Internal

Address: as agent

Street Address: One Boston Place

City: Boston

State: MA

Country: USA Zip: 02108

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

## 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheet(s) attached? ☒ Yes ☐ No

## 5. Name &amp; address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston &amp; Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

## 6. Total number of applications and registrations involved:

27

## 7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$ 690

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed


## 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

## 9. Signature:

Signature:   
Name of Person Signing: Laura Konrath

Date: 2/11/08

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$690.00 232428 77314842

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**Continuation Item 1**

Collective Licensing International, LLC a Delaware LLC

Payless ShoeSource Worldwide, Inc., a Kansas Corporation

Saucony, Inc. a Massachusetts Corporation

SR Holdings Inc. a Delaware Corporation

SRL, Inc. a Delaware Corporation

Continuation  
Item 4

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

***Trademark Registrations***

**INCLUDE ONLY U.S. REGISTERED INTELLECTUAL PROPERTY**

**A. REGISTERED TRADEMARKS**

-None

**B. TRADEMARK APPLICATIONS**

TRADEMARK	APPLICANT	APPLIC. NUMBER	APPLIC. DATE
BE TRUE	S R Holdings, Inc.	77314842	10/26/2007
GREAT FEET (35)	SRL, Inc.	77350449	12/12/2007
GREAT FEET (25)	SRL, Inc.	77350459	12/12/2007
EXTREME	Collective Licensing International, LLC	77343954	12/4/2007
PAYLESS SHOESOURCE WOMEN + KIDS	Payless ShoeSource Worldwide, Inc.	77280594	9/16/07
PAYLESS SHOESOURCE MEN + KIDS	Payless ShoeSource Worldwide, Inc.	77280604	9/16/07
PAYLESS SHOESOURCE KIDS (35)	Payless ShoeSource Worldwide, Inc.	77280611	9/16/07
INSPIRING FUN FASHION POSSIBILITIES...PAYLESS	Payless ShoeSource Worldwide, Inc.	77280616	9/16/07
INSPIRING FUN FASHION POSSIBILITIES	Payless ShoeSource Worldwide, Inc.	77280622	9/16/07
INSPIRING POSSIBILITIES (35)	Payless ShoeSource Worldwide, Inc.	77280624	9/16/07
PAYLESS ON THE RUNWAY (35)	Payless ShoeSource Worldwide, Inc.	77295519	10/3/07
DESIGN ONLY (Shoe Curved Band)	Payless ShoeSource Worldwide, Inc.	77280297	9/14/07
PAYLESS SHOESOURCE MEN + WOMEN	Payless ShoeSource Worldwide, Inc.	77280591	9/16/07
MAKE IT COUNT (25)	Payless ShoeSource Worldwide, Inc.	77300779	10/10/07
FLEX MOTION (25)	Payless ShoeSource Worldwide, Inc.	77300856	10/10/07
FASHION FUNDS (9)	Payless ShoeSource Worldwide, Inc.	77300890	10/10/07

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**Error! Unknown document property name.**

**TRADEMARK  
REEL: 003717 FRAME: 0036**

FASHION FUNDS (36)	Payless ShoeSource Worldwide, Inc.	77300911	10/10/07
PAYLESS POSSIBILITIES (9)	Payless ShoeSource Worldwide, Inc.	77313721	10/25/07
PAYLESS POSSIBILITIES (36)	Payless ShoeSource Worldwide, Inc.	77313734	10/25/07
HB & Design (9)	Payless ShoeSource Worldwide, Inc.	77313765	10/25/07
HB & Design (14)	Payless ShoeSource Worldwide, Inc.	77313788	10/25/07
HB & Design (18)	Payless ShoeSource Worldwide, Inc.	77313800	10/25/07
HB & Design (25)	Payless ShoeSource Worldwide, Inc.	77313826	10/25/07
P PAYLESS SHOESOURCE & Design	Payless ShoeSource Worldwide, Inc.	77344006	12/4/07
P PAYLESS SHOESOURCE & Design	Payless ShoeSource Worldwide, Inc.	77343987	12/4/07
M Pattern - Small (18)	Payless ShoeSource Worldwide, Inc.	77344014	12/4/07
M Pattern - Small (25)	Payless ShoeSource Worldwide, Inc.	77344026	12/4/07

27 C. TRADEMARK LICENSES

-None

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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of August 17, 2007, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Wells Fargo Retail Finance, LLC ("*WFRF*"), as agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "*Administrative Agent*").

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Loan and Guaranty Agreement, dated as of August 17, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), among COLLECTIVE BRANDS FINANCE, INC. (the "*Borrower*"), the Guarantors party thereto, the Lenders party thereto and WFRF, as agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are Guarantors under the Loan Agreement, whereby they have guaranteed the Obligations of the Borrower; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

### *Section 1. Defined Terms*

Unless otherwise defined herein, terms defined in the Loan Agreement or in the Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Security Agreement.

### *Section 2. Grant of Security Interest in Trademark Collateral*

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

***Section 3. Security Agreement***

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

COLLECTIVE LICENSING  
INTERNATIONAL, LLC,  
as Grantor

By: Ullrich E. Porzig  
Name: Ullrich E. Porzig  
Title: Vice President

PAYLESS SHOESOURCE WORLDWIDE,  
INC.,  
as Grantor

By: Ullrich E. Porzig  
Name: Ullrich E. Porzig  
Title: Senior Vice President

SAUCONY, INC.,  
as Grantor

By: Ullrich E. Porzig  
Name: Ullrich E. Porzig  
Title: Vice President

S R HOLDINGS INC.,  
as Grantor

By: Ullrich E. Porzig  
Name: Ullrich E. Porzig  
Title: Vice President

SRL, INC.,  
as Grantor

By: Ullrich E. Porzig  
Name: Ullrich E. Porzig  
Title: Vice President

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

ACCEPTED AND AGREED  
as of the date first above written:

WELLS FARGO RETAIL FINANCE, LLC,  
*as Administrative Agent*

By: 

Name: Jennifer Cann

Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



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M Pattern - Small (25)	Payless ShoeSource Worldwide, Inc.	77344026	12/4/07

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C. TRADEMARK LICENSES

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