

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
Bakers Footwear Group, Inc.		02/01/2008	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Private Equity Management Group, Inc.
Street Address:	One Park Plaza, Suite 550
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3107432	B
Serial Number:	78115991	BAKERS
Serial Number:	75979308	BAKERS
Serial Number:	75449163	BAKERS
Registration Number:	0719778	BAKER'S
Registration Number:	3321308	CIELLA
Registration Number:	1558021	
Registration Number:	0719777	LEED'S
Registration Number:	1943049	NO PARKING
Registration Number:	0430591	QUALI CRAFT
Serial Number:	78879754	RIVERSTONE
Registration Number:	2273024	STOMP
Registration Number:	1504057	SWING
Registration Number:	0986497	THE LEGWORKS

CH \$540.00 3107432

Registration Number:	0977532	THE WILD PAIR
Registration Number:	0955819	THE WILD PAIR
Registration Number:	1495801	THE WILD PAIR
Registration Number:	1198008	WILD PAIR
Registration Number:	2681306	WILD PAIR.
Registration Number:	2849107	TOZ
Registration Number:	2745441	TOZ

CORRESPONDENCE DATA

Fax Number: (310)203-0567
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310-203-8080
Email: trademarkdocket@jmbm.com
Correspondent Name: Bernard R. Gans
Address Line 1: Jeffer Mangels Butler & Marmaro LLP
Address Line 2: 1900 Avenue of the Stars, 7th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	68148-0006
NAME OF SUBMITTER:	Bernard R. Gans
Signature:	/BRG/
Date:	02/11/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Bakers Footwear Group, Inc., a Missouri corporation ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to Private Equity Management Group, Inc., a Nevada corporation, as agent for and representative of (in such capacity herein called "Secured Party") the financial institutions ("Lenders") party to that certain Second Lien Credit Agreement, entered into by and among the Grantor, Agent, and Lenders, dated as of February 1, 2008 (the "Credit Agreement"), a continuing security interest in the following property:

(i) Each trademark, trademark registration and trademark application listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages (to the extent not effectively prohibited by an applicable and legally enforceable license agreement) by reason of past, present or future infringement of any trademark or trademark registration listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Grantor under the Credit Agreement and as set out in that certain Security Agreement dated as of February 1, 2008, by and between Grantor and Secured Party (the "Agreement").


Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the works of authorship, trademarks, trademark registrations and recordings, and trademark applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of February 1, 2008.

GRANTOR:

BAKERS FOOTWEAR GROUP, INC.

By: 
Name: Peter Edison
Title: Chairman CEO, President

ACCEPTED BY SECURED PARTY:

PRIVATE EQUITY MANAGEMENT GROUP, INC.,
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to the Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of February 1, 2008.

GRANTOR:

BAKERS FOOTWEAR GROUP, INC.

By: _____

Name: _____

Title: _____

ACCEPTED BY SECURED PARTY:

PRIVATE EQUITY MANAGEMENT GROUP, INC.,

as Agent

By:  _____

Name: Danny Pang

Title: Chairman, CEO

[Signature Page to the Trademark Security Agreement]

Schedule A to
TRADEMARK SECURITY AGREEMENT

Trademarks

SPECIAL TYPES OF COLLATERAL

Trademark - 5a.	Number	Date	If Foreign, What Country	Subsidiary
B & Design	3,107,432	2/15/2001		
Bakers	Pending Pending Pending			
Baker's	655,552 661,116 719,778	12/20/2005 3/22/2006 8/8/1961	Canada Canada	
Ciella	3,321,308	10/23/2007		
Duck Design	1,558,021	9/26/1989		
Leed's	719,777	8/8/1961		
No Parking	1,943,049 Pending	12/19/1995		
QualiCraft (Stylized)	430,591	6/17/1947		
Riverstone	Pending			
Sole Project	Proposed			
Stomp	2,273,024	8/24/1999		
Swing & Design	1,504,057	9/13/1988		
The Legworks	986,497	6/18/1974		
The Wild Pair	TMA249,138 977,532 955,819	8/8/1980 1/22/1974 3/20/1973	Canada	
The Wild Pair & Design	1,495,801	7/12/1988		
Wild Pair	Pending 1,198,008	6/15/1982		
Wild Pair (Stylized)	2,681,306 Pending	1/28/2003		
TOZ	2,849,107 2,745,441	10/12/2000 10/12/2000		