

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
DuFFS 93 Limited		03/17/2008	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	DuFFS International, Inc.		
Street Address:	1940 55th Avenue		
Internal Address:	c/o Genfoot Inc.		
City:	Lachine, Quebec		
State/Country:	CANADA		
Postal Code:	H82 3H3		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2939601	D	
Registration Number:	2975622		
Registration Number:	1907434	DUFFS	
CORRESPONDENCE DATA			
Fax Number:	(802)862-7512		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	802-863-2375		
Email:	whammond@drm.com		
Correspondent Name:	Mari McClure		
Address Line 1:	199 Main Street, P.O. Box 190		
Address Line 4:	Burlington, VERMONT 05402-0190		
ATTORNEY DOCKET NUMBER:	11709-00003		

OP \$90.00 2939601

DOMESTIC REPRESENTATIVE

900102040

**TRADEMARK
 REEL: 003743 FRAME: 0152**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Mari McClure
Signature:	/Mari McClure/
Date:	03/19/2008

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of March 17, 2008, by and between DuFFS 93 Limited, a limited liability company organized under the laws of England and Wales with its principal place of business located at 4 Rivermead Industrial Estate, Rivermead Drive, Swindon, SN5 7EX (the "Assignor") and DuFFS International, Inc., a corporation organized under the laws of the State of Delaware with its principal place of business located at c/o Genfoot Inc., 1940 55th Avenue, Lachine, Quebec H8Z 3H3, CANADA (together with its successors and assigns, the "Assignee").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") whereby the Assignor did purchase, acquire and assume from Assignee, and Assignee did sell, transfer and assign to Assignor, certain assets and liabilities of Assignee;

WHEREAS, the Assignor delivered to Assignee a Note in the original principal amount of Four Hundred Thousand U.S. Dollars (\$400,000) of even date herewith (the "Note") representing a portion of the Base Purchase Price (as defined in the Asset Purchase Agreement); and

WHEREAS, pursuant to the Asset Purchase Agreement and the Note, payment of the obligations under the Note and any renewals, modifications or extensions thereof shall be secured by a security interest in all of the Purchased Trade Rights (as defined in the Asset Purchase Agreement) (the "Collateral"), including but not limited to, the Purchased Trade Rights set forth in Schedule A attached hereto and incorporated herein.

WHEREAS, Assignor obtained financing for its acquisition of assets pursuant to the Asset Purchase Agreement by borrowing funds from National Westminster Bank plc (the "Senior Lien Holder") pursuant to a loan agreement, security agreement and other documents and instruments related thereto (collectively the "Senior Lien Documents");

WHEREAS, Assignor has granted to Senior Lien Holder a first priority security interest in its assets, including but not limited to the Collateral and all proceeds thereof;

WHEREAS, Assignor, Assignee and the Senior Lien Holder intend that all of Assignee's rights hereunder (collectively the "Junior Lien"), including but not limited to Assignee's security interest in the Collateral, be expressly junior and subordinate to the rights of the Senior Lien Holder pursuant to the Senior Lien Documents (collectively the "Senior Lien").

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Asset Purchase Agreement.
2. Assignment of Marks. To secure the complete and timely payment and satisfaction of all of the Obligations (as such term is defined below), the Assignor hereby grants, assigns and conveys to the Assignee a security interest in and to the Purchased Trade Rights and the Common Law Marks, including, but not limited to, those listed in Schedule A attached hereto

and incorporated herein (as the same may be amended from time to time), together with all renewals thereof and all proceeds from the sale or licensing thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by the Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof. For the purposes hereof, the term "Obligations" shall mean any and all financial obligation(s) of the Assignor to the Assignee arising under the Note and any renewals, modifications or extensions thereof.

3. Covenants, Warranties and Representations. The Assignor hereby covenants and warrants that: (a) the Assignor has not created and will not create on the Marks any liens, pledges, assignments or other encumbrances created on the Purchased Trade Rights, except for the Senior Lien and as otherwise provided herein; (b) the Assignor has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; (c) the execution and delivery of this Agreement will not violate any law or agreement governing Assignor or to which Assignor is a party, and Assignor's organizational documents do not prohibit any term or condition of this Agreement; and (d) the Assignor will continue to use, for the duration of this Agreement, consistent standards of quality in its manufacture and delivery of products sold or provided under the Marks.

4. Default. The term "Default," as used herein, shall mean: (a) any default under the Note; and/or (b) any violation by the Assignor of any obligation, agreement, representation, warranty or covenant contained in this Agreement and any modification or amendment hereof; provided such default or violation is not waived or cured and remedied within thirty (30) calendar days after notice thereof to the Assignor.

5. Assignor's Right to Use Marks. Unless and until a sale of the Collateral pursuant hereto, the Assignor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or (except as permitted herein) otherwise encumber the Marks or any part thereof.

6. Perfection of Security Interest. Assignor, at its sole cost and expense, shall execute such financing statements and take whatever other actions are reasonably requested by Assignee to perfect and continue Assignee's security interest in the Marks in the United States of America. Additionally, Assignor, at its sole cost and expense, shall cause the security interest granted in this Agreement with respect to the Marks registered in the United States of America to be recorded in the U.S. Patent and Trademark Office. Assignor hereby appoints Assignee as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue in the United States of America the security interest granted in this Agreement. Assignor promptly will notify Assignee before any change in Assignor's name including any change to the assumed business name(s) of Assignor.

7. Subordination. Notwithstanding (i) anything to the contrary contained in this Agreement, the Note, the Asset Purchase Agreement or any other document, filing or agreement related to the creation, attachment, perfection or existence of the Junior Lien, (ii) the time, place, order, manner or method of attachment or perfection of the Junior Lien and the Senior Lien (including the time or order of filing or recording financing statements, deeds, mortgages or other documents), (iii) the rules for determining priority under any law governing the relative priorities of secured creditors (including, without limitation, the UCC), (iv) any defect or deficiency or alleged defect or deficiency in any of the foregoing, or (v) any other circumstances

whatsoever (including, without limitation, the fact that the Senior Lien is at any time subordinated to any lien or encumbrance securing any obligation of or to any other person or entity or is otherwise subordinated, voided, avoided, invalidated or lapsed):

(a) Assignee hereby acknowledges and agrees that the Junior Lien shall be and remain junior and subordinate in all respects to the Senior Lien. The lien subordination provisions in this Agreement are for the benefit of, and shall be enforceable directly by, the Senior Lien Holder.

(b) Assignee agrees that it shall not (and hereby irrevocably waives any right to) contest, or support any other Person in contesting, in any proceeding (including any bankruptcy or similar proceeding) (i) the priority, validity, enforceability or unavailability of the Senior Lien held (or purported to be held) by or on behalf of the Senior Lien Holder or (ii) the priority, validity, enforceability or unavailability of any of Assignee's obligations to the Senior Lien Holder.

(c) So long as Assignee has any obligations to the Senior Lien Holder, whether or not any bankruptcy or similar proceeding has been commenced by or against a Assignor, (i) Assignee (A) shall not exercise or seek to exercise any rights or remedies with respect to any Collateral or institute any action or proceeding with respect to such rights or remedies (including any action of foreclosure); provided, however, that, Assignee may exercise any or all such rights after a period of 60 days has elapsed from the date on which the Senior Lien Holder receives written notice from the Assignee that a Default has occurred (the "Standstill Period"), unless prior to the expiration of the Standstill Period the Senior Lien Holder shall have commenced the exercise of any of its rights or remedies with respect the Collateral and given notice to Assignee of such commencement, (B) shall not contest, protest or object to any foreclosure proceeding or action brought by the Senior Lien Holder or any other exercise of any rights and remedies relating to the Collateral by the Senior Lien Holder under the Senior Lien Documents or otherwise, (C) subject to its rights under clause (i)(A) above, shall not object to the forbearance by the Senior Lien Holder from bringing or pursuing any foreclosure proceeding or action or any other exercise of any rights or remedies relating to the Collateral, and (D) subject to its rights under clause (i)(A) above, shall not commence, or join with any Person in commencing, any enforcement, collection, execution, levy or foreclosure action or proceeding (including, without limitation, any bankruptcy or similar proceeding) with respect to any Lien held by them or for their benefit.

(d) The Senior Lien Documents may be amended, supplemented or otherwise modified in accordance with their terms without the consent of the Assignee. In addition, the Senior Lien Documents may be replaced, refinanced and refunded without affecting the subordination of the Junior Lien pursuant hereto.

For the avoidance of doubt, the purpose of this Section 7 is to subordinate the Assignee's lien on the Collateral to the Senior Lien Holder's lien on the Collateral but not to subordinate the debt owed by the Assignor to the Assignee to the debt owed by the Assignor to the Senior Lien Holder. Nothing in this Agreement is intended to limit the Assignee's rights to demand payment of the Note in accordance with its terms and to exercise all rights and remedies that Assignee would have if it were a holder of debt not secured by the Collateral.

8. Assignee's Rights as Secured Party. If a Default shall have occurred and be continuing, in addition to all other rights and remedies given it by the Note, the Assignee may immediately, without demand of performance and without other notice (except as otherwise set forth in this Agreement) or demand whatsoever to the Assignor, all of which are hereby expressly waived, may sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Marks and the goodwill associated therewith, or any interest which the Assignor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds to the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to the Assignor at least ten (10) calendar days before the time of any intended public or private sale or other disposition of the Marks is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released.

9. Termination. At such time as the Obligations shall have been completely satisfied, the Assignee shall execute and deliver to the Assignor all assignments and other instruments as may be necessary or proper to re-vest in the Assignor the full unencumbered title to the Marks and the goodwill associated therewith, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

10. Fees and Expenses of Assignee. If a Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and legal expenses, incurred by the Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be added to the principal amount of the Obligations and shall bear interest at the applicable rate under the Note.

11. Protection of Marks. The Assignor shall take all actions reasonably necessary to protect and defend the Marks and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. The Assignee shall, upon the reasonable request of the Assignor, do any and all lawful acts and execute all proper documents in aid of such protection, defense and enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in connection therewith.

12. No Waiver. No course of dealing between the Assignor and the Assignee nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Note or any other agreement between the Assignor and the Assignee shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or 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.

14. Amendment. This Agreement is subject to modification only by a writing signed by the parties.

15. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State.

17. Arbitration. Other than claims for which Assignee or Assignor seeks injunctive relief, any controversy, dispute or claim arising under or in connection with this Agreement (including, without limitation, the existence, validity, interpretation or breach hereof and any claim based on contract, tort or statute) shall be resolved by binding arbitration pursuant to Section 12.3 of the Asset Purchase Agreement. The decision of the arbitrator in any such proceeding will be final and binding and not subject to judicial review and final judgment may be entered upon such an award in any court of competent jurisdiction, but entry of such judgment will not be required to make such award effective. An action to enforce an arbitration award may be brought in any federal or state court of competent jurisdiction. Each of the parties hereto agrees that a judgment in any such action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

18. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

WITNESS:

Kemidge
KELLY BERKHOGE

DUFFS 93 Limited

By: [Signature]
Name and Title

WITNESS:

DUFFS International, Inc.

By: _____

Name and Title

2412187.3

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2008, before me personally appeared _____ to me personally known, who, being duly sworn, did say that (s)he is the _____ of DUFFS International, Inc., and that (s)he duly executed the foregoing instrument for and on behalf of DUFFS International, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public _____

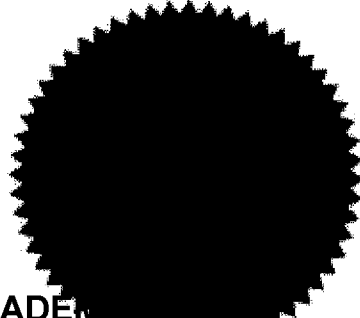
STATE OF SWINDON }
COUNTY OF ENGLAND } ss

On this 14 day of MARCH, 2008, before me personally appeared ALEXANDER JAMES to me personally known, who, being duly sworn, did say that (s)he is the DIRECTOR of DUFFS 93 LIMITED, and that (s)he duly executed the foregoing instrument for and on behalf of DUFFS 93 LIMITED being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said DUFFS 93 LIMITED

Notary Public _____

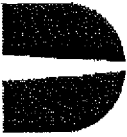
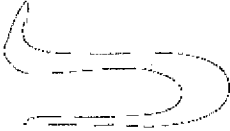
RICHARD ANDREW MARTIN
NOTARY PUBLIC
87 COMMERCIAL ROAD
SWINDON WILTSHIRE ENGLAND
MY COMMISSION IS FOR LIFE AND
DOES NOT EXPIRE
QUOD ATTESTOR

F37413

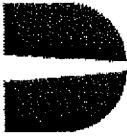




Schedule A

U.S. REGISTRATIONS:

<u>Mark</u>	<u>Reg. No.</u>
	2,939,601
	2,975,622
DUFFS	1,907,434

NON-U.S. REGISTRATIONS:

<u>Mark</u>	<u>Reg. No.</u>
ARGENTINA	
DUFFS	1,981,632
DuFFS and Design	1,989,021
D DuFFS & Design	1,989,022
DuFFS Logo	1,982,167
DuFFS (Design)	2,063,855
AUSTRALIA	
DUFFS	715,503
BRAZIL	
DUFFS	821.066.420
CANADA	
DUFFS	499,764
DUFFS	524,605
	608,623
	614,561
CHILE	
DUFFS	733,241

<u>Mark</u>	<u>Reg. No.</u>
CHINA	
DUFFS	1,273,644
COSTA RICA	
DUFFS	115,335
CZECH REPUBLIC	
DUFFS	264,280
ECUADOR	
DuFFS	22,462
EUROPEAN UNION (CTM)	
DuFFS	2,438,059
	3,100,708
D DESIGN	2,950,426
GERMANY	
DUFFS	396 17 603.8
HONG KONG	
DUFFS Logo	16319/2000
KOREA	
DuFFS	330,915
MEXICO	
DUFFS SHOES	599,929
NEW ZEALAND	
DUFFS	B266 482
PERU	
DUFFS	0053931
RUSSIA	
DuFFS	230323
SLOVENIA	
DUFFS	200271036
SOUTH AFRICA	
DUFFS	96/12919
SWITZERLAND	
DUFFS	440862
TAIWAN	
DUFFS	791,318
THAILAND	
DUFFS	68761
VENEZUELA	
DUFFS	234.212-P

PENDING APPLICATIONS:

<u>Mark</u>	<u>Appl. No.</u>
JAPAN	
DuFFS	93990/2007
PANAMA	
DuFFS and Design	159455-01
PHILIPPINES	
DUFFS	4-2005-005056
SLOVAK REPUBLIC	
DUFFS	2497-2002

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