

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
K B Socks, Inc.		02/25/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	One U.S. Bank Plaza		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2440664	K BELL	
Registration Number:	3085849	SOCK TRENDS	
Serial Number:	78934274	K BELL TOO	
Serial Number:	78657292	KOOL BELL	
CORRESPONDENCE DATA			
Fax Number:	(314)552-7580		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314.552.6580		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Jennifer A. Visintine		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	299-46339		
NAME OF SUBMITTER:	Jennifer A. Visintine		

CH \$115.00 2440664

Signature:	/jennifer a visintine/
Date:	03/20/2008
Total Attachments: 10 source=KBSocks#page1.tif source=KBSocks#page2.tif source=KBSocks#page3.tif source=KBSocks#page4.tif source=KBSocks#page5.tif source=KBSocks#page6.tif source=KBSocks#page7.tif source=KBSocks#page8.tif source=KBSocks#page9.tif source=KBSocks#page10.tif	

AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

This Amendment to Patent, Trademark and License Security Agreement made as of this 25th day of February, 2008 by and between K B SOCKS, INC., a California corporation ("Debtor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party").

WITNESSETH:

WHEREAS, Debtor and KBell Holdings, Inc., a Delaware corporation ("KBell") have requested and Secured Party has agreed to amend and restate the Loan Agreement dated as of February 26, 2004 made by and among Debtor, KBell and Secured Party with a new Loan Agreement dated of even date herewith (as so restated, and as amended or further restated hereafter from time to time, the "Loan Agreement") to increase the amount of the Loans thereunder and to make the other revisions as more fully set forth therein; and

WHEREAS, in connection with such amendments, Debtor and KBell shall also execute and deliver to Secured Party amended and restated Notes as more fully described in the amended and restated Loan Agreement; and

WHEREAS, in consideration of such amendments, Debtor has agreed to amend its existing Patent, Trademark and License Security Agreement dated as of February 26, 2004 made by Debtor in favor of and for the benefit of Secured Party (the "Patent, Trademark and License Security Agreement"), which amendments to the Patent, Trademark and License Security Agreement shall be on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the above stated premises and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. All references in the Patent, Trademark and License Security Agreement to the "Loan Agreement" and any other references of similar import shall henceforth mean the Loan Agreement, as amended and restated on the date hereof, and as the same may from time to time be further amended, modified, extended, renewed or restated. All capitalized terms used and not otherwise defined in the Patent, Trademark and License Security Agreement shall have the respective meanings ascribed to them in the Loan Agreement, as amended and restated on the date hereof, and as the same may from time to time be further amended, modified, extended, renewed or restated.

2. Schedules C and D to the Patent, Trademark and License Security Agreement are hereby respectively amended and restated in the forms of Schedules C and D attached to this Amendment to Patent, Trademark and License Security Agreement. Debtor hereby grants Secured Party a security interest in and lien on all of Debtor's right, title and interest in, to and under the Trademarks and in the applications for Trademarks listed in Schedules C and D attached hereto to the same extent of the grant of the security interest and lien in all Trademarks and applications for Trademarks as defined in and described in paragraph 1(b) of the Patent, Trademark and License Security Agreement and in all goodwill relating thereto.

3. Schedule E to the Patent, Trademark and License Security Agreement is hereby amended and restated in the form of Schedule E attached to this Amendment to Patent, Trademark and License Security Agreement. Debtor hereby grants Secured Party a security interest in and lien on all of Debtor's right, title and interest in, to and under the Licenses listed in Schedule E attached hereto to the same

extent of the grant of the security interest and lien in all Licenses as defined in and described in paragraph 1(c) of the Patent, Trademark and License Security Agreement.

4. The Patent, Trademark and License Security Agreement, as hereby amended, shall continue to secure the Secured Obligations (as defined therein and as amended herein), including, without limitation all of Borrowers' Obligations as defined in the Loan Agreement, as amended and restated on the date hereof. Upon the occurrence of an Event of Default, as defined in the Loan Agreement, Secured Party shall be entitled to and may exercise all rights and remedies under the Patent, Trademark and License Security Agreement and as otherwise provided by law, including without limitation, acceleration of all principal and interest outstanding under any of the Secured Obligations and foreclosure of the Collateral described therein.

5. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction initial financing statements and/or any amendments thereto which (i) indicate the Collateral (A) as "all assets", "all personal property" or "all personal property and fixtures" of Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State of Missouri (the "Missouri UCC") or such other jurisdiction or (B) as being of an equal or lesser scope or with greater detail and (ii) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the applicable jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment. Debtor also ratifies its authorization for Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date of this Agreement.

6. Debtor hereby represents and warrants to Secured Party that:

(a) the execution, delivery and performance by Debtor of this Amendment to Patent, Trademark and License Security Agreement are within the corporate powers of Debtor, have been duly authorized by all necessary corporate action and require no action by or in respect of, filing with or consent of any governmental or regulatory body, instrumentality, authority, agency or official or any other person or entity. The execution, delivery and performance by Debtor of this Amendment to Patent, Trademark and License Security Agreement do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, and Debtor is not now in default under or in violation of, the terms of the Articles of Incorporation or Bylaws of Debtor, as amended, any applicable law, rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory body, instrumentality, authority, agency or official or any agreement, document or instrument to which Debtor is a party or by which Debtor or any of its property or assets is bound or to which Debtor or any of its property or assets is subject;

(b) this Amendment to Patent, Trademark and License Security Agreement has been duly executed and delivered by Debtor and constitutes the legal, valid and binding obligation of Debtor enforceable in accordance with its terms; and

(c) as of the date of this Amendment to Patent, Trademark and License Security Agreement, all of the covenants, representations and warranties of Debtor set forth in the Patent, Trademark and License Security Agreement are true and correct and no "Event of Default" (as defined in the Loan Agreement) under or within the meaning of the Patent, Trademark and License Security Agreement has occurred and is continuing.

7. Except to the extent amended by this Amendment to Patent, Trademark and License Security Agreement, all of the terms, provisions, conditions, agreements, covenants, representations,

warranties and powers contained in the Patent, Trademark and License Security Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

8. All references in the Patent, Trademark and License Security Agreement to “this Agreement” and any other references of similar import shall henceforth mean the Patent, Trademark and License Security Agreement as amended by this Amendment to Patent, Trademark and License Security Agreement.

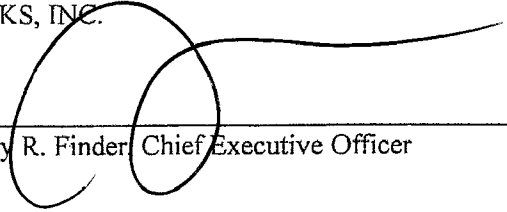
9. This Amendment to Patent, Trademark and License Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign, transfer or delegate any of its rights or obligations under the Patent, Trademark and License Security Agreement as amended by this Amendment to Patent, Trademark and License Security Agreement.

10. This Amendment to Patent, Trademark and License Security Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

11. In the event of any inconsistency or conflict between this Amendment to Patent, Trademark and License Security Agreement and the Patent, Trademark and License Security Agreement, the terms, provisions and conditions contained in this Amendment to Patent, Trademark and License Security Agreement shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

K B SOCKS, INC.

By: 

Gary R. Finder Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION

By: _____
Jason C. Nadler, Vice President

[Amendment to Patent, Trademark and License Security Agreement]

TRADEMARK

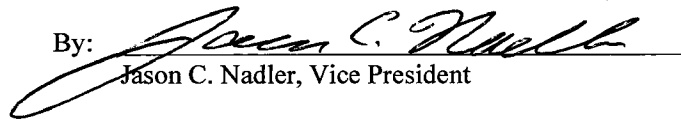
REEL: 003743 FRAME: 0681

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

K B SOCKS, INC.

By: _____
Gary R. Finder, Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION

By:  _____
Jason C. Nadler, Vice President

[Amendment to Patent, Trademark and License Security Agreement]

ACKNOWLEDGMENT

State of California
County of LOS ANGELES

On 2/22/08 before me, KEIUNTA DIXON, Notary Public
(insert name and title of the officer)

personally appeared GARY R. FINDER
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Keiunta Dixon (Seal)



STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of February, 2008, before me personally appeared Gary R. Finder, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive Officer of K B Socks, Inc., a California corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Gary R. Finder acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)

Notary Public

My Commission Expires: _____.

STATE OF WA)
) SS.
COUNTY OF KING)

On this 25TH day of February, 2008, before me appeared Jason C. Nadler, to me personally known, who, being by me duly sworn, did say that he is a Vice President of U.S. Bank National Association, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said Jason C. Nadler acknowledged said instrument to be the free act and deed of said association.

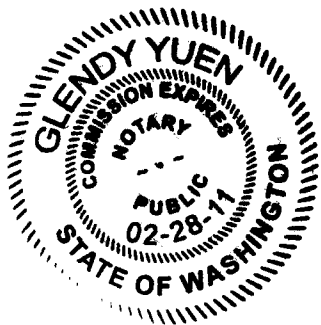
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)



Notary Public

My Commission Expires: 2/28/2011.



SCHEDULE C

United States Trademarks

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Numbers</u>	<u>Class(es)</u>	<u>Country</u>
K Bell	04/03/2001	2,440,664	IC 25 / US 22 & 39	USA
K Bell	04/11/2003	2,314,696	IC 25	United Kingdom
K Bell and design	03/27/2003	785,336	IC 25	Mexico
Sock Trends	04/25/2006	3,085,849	IC 25 / US 22 & 39	USA

SCHEDULE D

United States Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Class(es)</u>	<u>Country</u>	<u>Status</u>
K Bell Too	07/20/2006	78/934,274	IC 25 / US 22 & 39	USA	Pending
Kool Bell	06/23/2005	78/657,292	IC 25 / US 22 & 39	USA	Pending

SCHEDULE E

Licenses

- License Agreement by and between R.S.V. Sport, Inc. (now Jones Investment Co., Inc.) and the Company dated as of April 1, 2000, as amended as of July 1, 2003, on February 1, 2004, as of April 1, 2006, as of January 1, 2007, on February 7, 2007, on June 29, 2007 and as of January 30, 2008.
- License Agreement by and between Melissa Gitelman, d/b/a The T Company, Marty H. Segelbaum, Inc., d/b/a MHS Licensing and the Company dated as of April 1, 2003.
- License Agreement by and between Laurel Burch and the Company dated as of October 9, 2003.
- License Agreement by and between Laurel Burch Artworks, Inc. and the Company dated June 29, 2007.