TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Agreement & Amended and Restated Grant of Second Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GTB Holding, LLC		01/17/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc.
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	0438775	"SANFORSET"
Registration Number:	0408781	SANFORIZED
Registration Number:	0408780	SANFORIZED

OP $90.00 0438775

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0234 (SUPP - 2ND)
NAME OF SUBMITTER:	Anna T Kwan

Signature:	/Anna T Kwan/
Date:	07/31/2008

Total Attachments: 16
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SUPPLEMENT TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SUPPLEMENT NO. 1 dated as of January 17, 2007, to the Second Lien Intellectual Property Security Agreement dated as of October 30, 2006, among GTB HOLDINGS, INC. (f/k/a GOLD TOE INVESTMENT CORP. (the "Borrower"), the Subsidiaries of the Borrower identified therein and BEAR STEARNS CORPORATE LENDING INC., as Collateral Agent for the Secured Parties (as defined below).

Reference is made to (i) the Second Lien Credit Agreement dated as of October 30, 2006 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, each Lender from time to time party thereto, and BEAR STEARNS CORPORATE LENDING INC., as Administrative Agent and Collateral Agent, (ii) the Guaranty (as defined in the Credit Agreement), (iii) each Secured Hedge Agreement (as defined in the Credit Agreement) and (iii) the Cash Management Obligations (as defined in the Credit agreement).

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

The Grantors have entered into the Intellectual Property Security Agreement in order to induce (x) the Lenders to make Loans, (y) the Hedge Banks to enter into and/or maintain Secured Hedge Agreements and (z) the Cash Management Bank to provide Cash Management Services. Section 5.14 of the Intellectual Property Security Agreement provides that additional Persons may become Grantors under the Intellectual Property Security Agreement by execution and delivery of an instrument substantially in the form of this Supplement. The undersigned (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a New Grantor under the Intellectual Property Security Agreement in order to induce (x) the Lenders to make additional Loans and as consideration for Loans previously made, (y) the Hedge Banks to enter into and/or maintain Secured Hedge Agreements and (z) the Cash Management Banks to provide Cash Management Services.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

In accordance with Section 5.14 of the Intellectual Property Security Agreement, the New Grantor by its signature below becomes a Grantor under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Grantor and, as applicable, a Subsidiary Party thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Secured Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the

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Intellectual Property Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Intellectual Property Security Agreement shall be deemed to include the New Grantor. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of any and all Collateral of the New Grantor consisting of Intellectual Property and (b) set forth under its signature hereto, is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

GTB HOLDING, LLC

By: Kathy D. Wilson
Name: Kathy D. Wilson
Title: CFO / Senior Vice Pres.

Legal Name: GTB Holding, LLC
Jurisdiction of Formation: Delaware
Location of Chief Executive office:
661 Plaid St.
Burlington, NC 27215

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BEAR STEARNS CORPORATE LENDING INC.,
as Collateral Agent,

By: _____
Name:
Title: VICTOR BULZACCHELLI
VICE PRESIDENT

By: _____
Name:
Title:

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TRADEMARKS OWNED BY GTB HOLDING, LLC

Trademark Registrations and Applications

Mark and Country of Registration	Application No.	Registration No.
SANFORSET *United States*		438775
SANFORIZED *United States*		408781
SANFORIZED *United States*		408780

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AMENDED AND RESTATED GRANT OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS

This **AMENDED AND RESTATED GRANT OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS**, dated as of January 17, 2007 (as amended, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is made by each of the grantors signatories hereto (collectively, the "**Grantors**") in favor of **BEAR STEARNS CORPORATE LENDING INC.** ("**Bear**"), as Administrative and Collateral Agent for the Secured Parties (in such capacity, the "**Collateral Agent**") (as defined in the Credit Agreement referred to below).

WHEREAS, **GTM HOLDINGS, INC.** (f/k/a GOLD TOE INVESTMENT CORP.) a Delaware corporation (the "**Borrower**"), and certain subsidiaries of the Borrower have entered into that certain Second Lien Credit Agreement, dated as of October 30, 2006 (as amended, restated, supplemented, and/or otherwise modified from time to time, the "**Credit Agreement**"), with the Lenders from time to time party thereto, and Bear, as Administrative Agent and Collateral Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Intellectual Property Security Agreement, dated as of October 30, 2006, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "**Intellectual Property Security Agreement**").

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, Moretz, Inc., an original party to the Intellectual Property Security Agreement, has merged with and into GoldToeMoretz, LLC, and as part of such transaction, Moretz, Inc. has transferred all of its intellectual property to GoldToeMoretz, LLC.

WHEREAS, GoldToeMoretz, LLC and GTB Holding, LLC (f/k/a GTB Holding Corp.) subsequently executed supplements to the Intellectual Property Security Agreement to become parties thereto with the same force and effect as if originally named therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Intellectual Property Security Agreement, and, if not therein defined, in the Credit Agreement

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a second lien security interest in and to all of such Grantor's right, title and interest in and to the Trademarks (as defined in the Intellectual Property Security Agreement), including, without limitation, those items listed on Schedule I hereto (the "**Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement and the Credit Agreement, the terms and provisions of which (including the rights and remedies of each party hereto provided for therein) are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Trademark Security Agreement are in conflict with the Intellectual Property Security Agreement or the Credit Agreement, the provisions of the Intellectual Property Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GAKM RESOURCES CORPORATION, as Grantor

By: Kathy D. Wil
Name: Kathy D. Wilson
Title: CFO / Senior Vice President

GTB HOLDING, LLC, as Grantor

By: Kathy D. Wil
Name: Kathy D. Wilson
Title: CFO / Senior Vice President

GOLDTOEMORETZ, LLC, as Grantor

By: Kathy D. Wil
Name: Kathy D. Wilson
Title: CFO / Secretary - Treasurer

[Second Lien Trademark Security Agreement]

BEAR STEARNS CORPORATE LENDING INC.,
as Collateral Agent,

By: _____
Name:
Title: VICTOR BULZACCHELLI
VICE PRESIDENT

By: _____
Name:
Title:

Schedule 1

TRADEMARKS OWNED BY GAKM RESOURCES CORPORATION

Trademark Registrations and Applications

Mark and Country of Registration	Application No.	Registration No.
ADAMS RIB *United States*	72/122805	761381
ALL PRO *United States*	74/323039	1802161
ALL PRO *United States*	78/656571	
ALL WALKS OF LIFE *United States*	75/050736	2240936
AQUAFX AND DESIGN *United States*	76/590545	3006302
AURO *United States*	78/483715	
AURO *United States*	76/276434	2694015
COLOR MATCH *United States*	73/764138	1592084
CUSHION TEC *United States*	78/206201	2846805
DEVICE OF SOCK W/MAG GLASS *United States#*	72/155148	770388
DEVICE OF SOCK W/MAG GLASS *United States*	72/229650	819545
DURA+MATES *United States*	78/070524	2751345
ECO-FX and Design *United States*	77/005397	
EVER WEAR *United States*	78/336231	2979644
EZ MATCH *United States*	78/071212	2673300
FALL PROOF *United States*	75/727363	2525702

FLUFFIES *United States*	72/097305	711571
FOR ALL WALKS OF LIFE *United States*	74/525534	2114401
FRESHCARE and Design *United States*	78/711772	
G AND DESIGN *United States*	76/463729	2781599
G AND DESIGN (on Sole of Sock) *United States*	76/463730	2790737
G AND DESIGN IN SQUARE *United States*	76/463728	2781598
GOLD CLUB *United States*	75/242778	2160214
GOLD COLORING ON TOE OF SOCK *United States*	71/3140286	308608
GOLD RING DESIGN *United States*	78/466145	3119227
GOLD RINGS (three rings) *United States*	76/463727	2801963
GOLD STANDARD *United States*	76/041120	2707500
GOLD STRIPE DESIGN *United States*	74/680710	2056422
GOLD STRIPE DESIGN (Principal Register) *United States*	76/401214	2704278
GOLD TOE *United States*	77/023665	
GOLD TOE *United States*	74/239513	1780355
GOLD TOE *United States*	76/179968	2751736
GOLD TOE *United States*	72/155149	770389
GOLD TOE (FANCIFUL PRINT) *United States*	74/239325	1837930

GOLD TOE AND GOLD HEEL *United States*	76/462707	2831431
GOLD TOE CLASSIC *United States*	74/323035	1924671
GOLD TOE GEAR *United States*	76/135132	2586443
GOLD TOE MAX *United States*	78/198092	2,838,566
GOLD TOE PLATINUM *United States*	76/197694	2727767
GOLD TOE PREMIER *United States*	78/707924	
GOLD TOE SOLEUTION and design *United States*	78/937990	
GOLD TRED DESIGN MARK *United States*	76/435363	2822294
GREAT AMERICAN SOCKS *United States*	75/908810	2621864
GT A GOLD TOE BRAND *United States*	78/508163	
GT A GOLD TOE BRAND DESIGN *United States*	76/653542	
LEGEND BY GOLD TOE *United States*	74/668550	1994946
LEGEND BY GOLD TOE BRANDS *United States*	78/490546	
MAXSPUN AND DESIGN *United States*	76/590936	3043541
PERFECT FIT *United States*	78/831280	
PERFECT FIT *United States*	75/103283	2139828
PRIMERA *United States*	78/695196	
PRO A GOLD TOE BRAND *United States*	77/010318	

SANTA DESIGN *United States*	74/164330	1723914
SILVER COLORING ON TOE OF SOCK *United States*	75/630275	2770527
SILVER RINGS (three rings) *United States*	78/370459	
SILVER TOE *United States*	72/132671	740958
SILVER TOE *United States*	76/179967	2879864
SILVER TOE GEAR *United States*	78/554285	3131112
SILVER TRED DESIGN MARK *United States*	76/435362	2799496
SILVERGARD *United States*	75/446984	2275026
SOLEUTION and design *United States*	78/938054	
STANDARD OF QUALITY *United States*	75/197421	2163413
TEMPFX and Design *United States*	78/585160	
THERMO SHIELD AND DESIGN *United States*	78/774822	
TODAY'S CASUAL *United States*	75/860956	2951935
TOE PRINT LOGO *United States*	74/666328	2,540,661
TREADWELL *United States*	76/461806	3104313
ULTRA TEC and design *United States*	78/958687	

TRADEMARKS OWNED BY GTB HOLDING, LLC

Trademark Registrations and Applications

Mark and Country of Registration	Application No.	Registration No.
SANFORSET *United States*		438775
SANFORIZED *United States*		408781
SANFORIZED *United States*		408780

TRADEMARKS OWNED BY GOLDTOEMORETZ, LLC

Trademark Registrations and Applications

Mark and Country of Registration	Application No. and Date	Registration No. and Date
COLOUR YOUR WORLD *United States*	74/033,766 02/28/1990	1,626,082 12/04/1990
FOOT UNDIES *United States*	74/325,824 10/26/1992	1,987,386 07/16/1996
Footbed Design *United States*	78/323,954 11/06/2003	2,959,499 06/07/2005
FRESH SOLES *United States*	75,622,752 01/19/1999	2,331,852 03/21/2000
FUSIONSOX *United States*	78/826712 03/01/2006	
GOLDLINE *United States*	75/679,982 04/12/1999	2,335,630 03/28/2000
GOLDPLUS *United States*	76/528,714 07/09/2003	2,950,960 05/17/2005
HYDROWOOL *United States*	78/743,572 10/31/2005	
INTELLI-SOLES *United States*	78/494,624 10/05/2004	3102047 06/06/2006
Misc. Design *United States*	76/339,324 11/19/2001	2,954,083 05/24/2005
MORETZ *United States*	74/033,024 02/27/1990	1,686,493 05/12/1992
MORETZ and Medallion Design *United States*	74/033,025 02/27/1990	1,633,270 01/29/1991
MORETZ & Wing Design *United States*	74/032,998 02/27/1990	1,624,975 11/27/1990
MORETZ ATHLETICS *United States*	75/225,394 01/14/1997	2,168,547 06/23/1998
ONE SOX YOUR SPORTS *United States*	75/650,362 02/26/1999	2,319,376 02/15/2000
OUTDOOR ADVENTURE *United States*	78/382,476 03/11/2004	
PERFORMANCE ZONE *United States*	78/382,460	

POWERMOVES *United States*	78/114,449 03/13/2002	2,796,096 12/16/2004
POWER PLAY *United States*	73/239,207 11/15/1979	1,197,967 06/15/1982
POWER SOX *United States*	74/559,762 08/11/1994	1,997,463 08127/1996
POWERPLAYER *United States*	76/493,368	
POWERVALUE *United States*	78/262007 06/13/2003	2,861,680 07/06/2004
PRO-THICKS *United States*	75/650,363 02/26/1999	2,319,377 02/15/2000
SOFTOUCH *United States*	78/156,381 08/21/2002	2,760,427 09/02/2003
SOLE 2 SOUL *United States*	78/179,095 10/28/2002	3,060,831 02/21/2006
SOXMATES *United States*	78/222,463 03/06/2003	2,849,746 06/01/2004
VAPOR TECH (Stylized) *United States*	75/185,623 10/22/1996	2,075,900 07/01/1997
Wings Design in Diamond *United States*	78/448,224 07/09/2004	3,005,806 10/11/2005
Wings Design in Diamond *United States*	78/448,227 07/09/2004	3104992 06/13/2006