

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																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>GAKM Resources LLC</td> <td></td> <td>09/09/2008</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	GAKM Resources LLC		09/09/2008	LIMITED LIABILITY COMPANY: DELAWARE																																			
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REEL: 003852 FRAME: 0591

Registration Number:	2525702	FALL PROOF
Registration Number:	0711571	FLUFFIES
Registration Number:	2114401	FOR ALL WALKS OF LIFE
Registration Number:	3218935	FRESHCARE
Registration Number:	2781599	G
Registration Number:	2790737	G
Registration Number:	2781598	G
Registration Number:	2160214	GOLD CLUB
Registration Number:	0308608	
Registration Number:	3119227	
Registration Number:	2801963	
Registration Number:	2707500	GOLD STANDARD
Registration Number:	2056422	
Registration Number:	2704278	
Registration Number:	3250352	GOLDTOE
Registration Number:	1780355	GOLD TOE
Registration Number:	2751736	GOLD TOE
Registration Number:	0770389	GOLD TOE
Registration Number:	1837930	GOLD TOE
Registration Number:	2831431	
Registration Number:	1924671	GOLD TOE CLASSIC
Registration Number:	2586443	GOLD TOE GEAR
Registration Number:	2838566	GOLDTOE MAX
Registration Number:	2727767	GOLD TOE PLATINUM
Registration Number:	3231451	GOLD TOE PREMIER
Registration Number:	3442946	GOLDTOE SOLEUTION
Registration Number:	2822294	
Registration Number:	2621864	GREAT AMERICAN SOCKS
Registration Number:	3279342	GT A GOLD TOE BRAND
Registration Number:	3204882	GT A GOLD TOE BRAND
Registration Number:	1994946	LEGEND BY GOLD TOE
Registration Number:	3043541	MAX SPUN
Registration Number:	3210933	PERFECT FIT
Registration Number:	2139828	PERFECT FIT
Registration Number:	3283678	PRIMERA

Registration Number:	1723914	
Registration Number:	2770527	
Registration Number:	3281060	
Registration Number:	0740958	SILVER TOE
Registration Number:	2879864	SILVER TOE
Registration Number:	3131112	SILVER TOE GEAR
Registration Number:	2799496	
Registration Number:	2275026	SILVERGARD
Registration Number:	3309926	SOLEUTION
Registration Number:	2163413	STANDARD OF QUALITY
Registration Number:	3231621	THERMO SHIELD
Registration Number:	2951935	TODAY'S CASUAL
Registration Number:	2540661	
Registration Number:	3104313	TREADWELL
Serial Number:	78656571	ALL PRO
Serial Number:	78483715	AURO
Serial Number:	78490546	LEGEND BY GOLD TOE BRANDS
Serial Number:	77010318	PRO A GOLD TOE BRAND
Serial Number:	78585160	TEMPFX
Serial Number:	78958687	ULTRA TEC

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:	09/12/2008

Total Attachments: 41
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SUPPLEMENT TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SUPPLEMENT dated as of September 9, 2008, to the Second Lien Intellectual Property Security Agreement dated as of October 30, 2006, among GOLD TOE MORETZ HOLDINGS CORP. (the surviving entity following the merger of GTM Holdings, Inc. (formerly known as Gold Toe Investment Corp.) into Gold Toe 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 Banks 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

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.

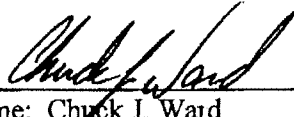
All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

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.

GAKM RESOURCES LLC

By: _____


Name: Chuck J. Ward

Title: Senior Vice President, Chief
Financial Officer, Secretary

Legal Name: GAKM Resources LLC

Jurisdiction of Formation: Delaware

Location of Chief Executive Office: 514
West 21st Street, Post Office Box 580,
Newton, North Carolina 26858

NY 1 4 44 8 3 0 4

TRADEMARK
REEL: 003852 FRAME: 0597

BEAR STEARNS CORPORATE LENDING
INC.,
as Collateral Agent,

By: JPMorgan Chase Bank, N.A., authorized
signatory

By: Neil R. Boylan
Name: Neil Boylan
Title: Managing Director

TRADEMARKS OWNED BY GAKM RESOURCES LLC*Trademark Registrations and Applications*

<u>Mark and Country of Registration</u>	<u>Application No.</u>	<u>Registration No.</u>
ADAMS RIB <i>United States</i>	72/122805	761381
ALL PRO <i>United States</i>	74/323039	1802161
ALL PRO <i>United States</i>	78/656571	
ALL WALKS OF LIFE <i>United States</i>	75/050736	2240936
AQUAFX AND DESIGN <i>United States</i>	76/590545	3006302
AURO <i>United States</i>	78/483715	
AURO <i>United States</i>	76/276434	2694015
COLOR MATCH <i>United States</i>	73/764138	1592084
CUSHION TEC <i>United States</i>	78/206201	2846805
DEVICE OF SOCK W/MAG GLASS <i>United States#</i>	72/155148	770388
DEVICE OF SOCK W/MAG GLASS <i>United States</i>	72/229650	819545
DURA+MATES <i>United States</i>	78/070524	2751345
ECO-FX and Design <i>United States</i>	77/005397	3303272
EVER WEAR <i>United States</i>	78/336231	2979644
EZ MATCH <i>United States</i>	78/071212	2673300
FALL PROOF <i>United States</i>	75/727363	2525702
FLUFFIES <i>United States</i>	72/097305	711571

FOR ALL WALKS OF LIFE <i>United States</i>	74/525534	2114401
FRESHCARE and Design <i>United States</i>	78/711772	3218935
G AND DESIGN <i>United States</i>	76/463729	2781599
G AND DESIGN (on Sole of Sock) <i>United States</i>	76/463730	2790737
G AND DESIGN IN SQUARE <i>United States</i>	76/463728	2781598
GOLD CLUB <i>United States</i>	75/242778	2160214
GOLD COLORING ON TOE OF SOCK <i>United States</i>	71/3140286	308608
GOLD RING DESIGN <i>United States</i>	78/466145	3119227
GOLD RINGS (three rings) <i>United States</i>	76/463727	2801963
GOLD STANDARD <i>United States</i>	76/041120	2707500
GOLD STRIPE DESIGN <i>United States</i>	74/680710	2056422
GOLD STRIPE DESIGN (Principal Register) <i>United States</i>	76/401214	2704278
GOLDTOE <i>United States</i>	77/023665	3250352
GOLD TOE <i>United States</i>	74/239513	1780355
GOLD TOE <i>United States</i>	76/179968	2751736
GOLD TOE <i>United States</i>	72/155149	770389
GOLD TOE (FANCIFUL PRINT) <i>United States</i>	74/239325	1837930

GOLD TOE AND GOLD HEEL <i>United States</i>	76/462707	2831431
GOLD TOE CLASSIC <i>United States</i>	74/323035	1924671
GOLD TOE GEAR <i>United States</i>	76/135132	2586443
GOLD TOE MAX <i>United States</i>	78/198092	2838566
GOLD TOE PLATINUM <i>United States</i>	76/197694	2727767
GOLD TOE PREMIER <i>United States</i>	78/707924	3231451
GOLDTOE SOLEUTION <i>United States</i>	78/937990	3442946
GOLD TRED DESIGN MARK <i>United States</i>	76/435363	2822294
GREAT AMERICAN SOCKS <i>United States</i>	75/908810	2621864
GT A GOLD TOE BRAND <i>United States</i>	78/508163	3279342
GT A GOLD TOE BRAND DESIGN <i>United States</i>	76/653542	3204882
LEGEND BY GOLD TOE <i>United States</i>	74/668550	1994946
LEGEND BY GOLD TOE BRANDS <i>United States</i>	78/490546	
MAXSPUN AND DESIGN <i>United States</i>	76/590936	3043541
PERFECT FIT <i>United States</i>	78/831280	3210933
PERFECT FIT <i>United States</i>	75/103283	2139828
PRIMERA <i>United States</i>	78/695196	3283678
PRO A GOLD TOE BRAND <i>United States</i>	77/010318	

SANTA DESIGN <i>United States</i>	74/164330	1723914
SILVER COLORING ON TOE OF SOCK <i>United States</i>	75/630275	2770527
SILVER RINGS (three rings) <i>United States</i>	78/370459	3281060
SILVER TOE <i>United States</i>	72/132671	740958
SILVER TOE <i>United States</i>	76/179967	2879864
SILVER TOE GEAR <i>United States</i>	78/554285	3131112
SILVER TRED DESIGN MARK <i>United States</i>	76/435362	2799496
SILVERGARD <i>United States</i>	75/446984	2275026
SOLEUTION and design <i>United States</i>	78/938054	3309926
STANDARD OF QUALITY <i>United States</i>	75/197421	2163413
TEMPFX and Design <i>United States</i>	78/585160	
THERMO SHIELD AND DESIGN <i>United States</i>	78/774822	3231621
TODAY'S CASUAL <i>United States</i>	75/860956	2951935
TOE PRINT LOGO <i>United States</i>	74/666328	2540661
TREADWELL <i>United States</i>	76/461806	3104313
ULTRA TEC and design <i>United States</i>	78/958687	

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 September 9, 2008 (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. ("BSCL")**, 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, **GOLD TOE MORETZ HOLDINGS CORP.** (the surviving entity following the merger of GTM Holdings, Inc. (formerly known as Gold Toe Investment Corp.) into Gold Toe 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 BSCL, 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, GTB Holding Corp., an original party to the Intellectual Property Security Agreement, has converted into a limited liability company of the name GTB Holding, LLC.

WHEREAS, GAKM Resources Corporation, an original party to the Intellectual Property Security Agreement, has converted into a limited liability company of the name GAKM Resources LLC.

WHEREAS, GoldToeMoretz, LLC, GTB Holding, LLC and GAKM Resources LLC subsequently executed supplements to the Intellectual Property Security Agreement, copies of

which are attached hereto as Exhibits A, B and C, 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 first 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.

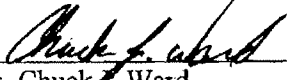
SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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.

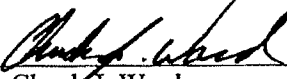
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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

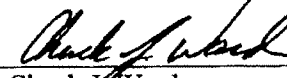
GAKM RESOURCES LLC, as Grantor

By: 
Name: Chuck J. Ward
Title: Senior Vice President, Chief Financial
Officer, Secretary

GTB HOLDING, LLC, as Grantor

By: 
Name: Chuck J. Ward
Title: Senior Vice President, Chief Financial
Officer, Secretary

GOLDTOEMORETZ, LLC, as Grantor

By: 
Name: Chuck J. Ward
Title: Senior Vice President, Chief Financial
Officer, Secretary

**BEAR STEARNS CORPORATE LENDING
INC.,**
as Collateral Agent

By: JPMorgan Chase Bank, N.A., authorized
signatory

By: Neil R. Boylan
Name: Neil Boylan
Title: Managing Director

Schedule 1TRADEMARKS OWNED BY GAKM RESOURCES LLC*Trademark Registrations and Applications*

<u>Mark and Country of Registration</u>	<u>Application No.</u>	<u>Registration No.</u>
ADAMS RIB <i>United States</i>	72/122805	761381
ALL PRO <i>United States</i>	74/323039	1802161
ALL PRO <i>United States</i>	78/656571	
ALL WALKS OF LIFE <i>United States</i>	75/050736	2240936
AQUAFX AND DESIGN <i>United States</i>	76/590545	3006302
AURO <i>United States</i>	78/483715	
AURO <i>United States</i>	76/276434	2694015
COLOR MATCH <i>United States</i>	73/764138	1592084
CUSHION TEC <i>United States</i>	78/206201	2846805
DEVICE OF SOCK W/MAG GLASS <i>United States#</i>	72/155148	770388
DEVICE OF SOCK W/MAG GLASS <i>United States</i>	72/229650	819545
DURA+MATES <i>United States</i>	78/070524	2751345
ECO-FX and Design <i>United States</i>	77/005397	3303272
EVER WEAR <i>United States</i>	78/336231	2979644
EZ MATCH <i>United States</i>	78/071212	2673300

FALL PROOF <i>United States</i>	75/727363	2525702
FLUFFIES <i>United States</i>	72/097305	711571
FOR ALL WALKS OF LIFE <i>United States</i>	74/525534	2114401
FRESHCARE and Design <i>United States</i>	78/711772	3218935
G AND DESIGN <i>United States</i>	76/463729	2781599
G AND DESIGN (on Sole of Sock) <i>United States</i>	76/463730	2790737
G AND DESIGN IN SQUARE <i>United States</i>	76/463728	2781598
GOLD CLUB <i>United States</i>	75/242778	2160214
GOLD COLORING ON TOE OF SOCK <i>United States</i>	71/3140286	308608
GOLD RING DESIGN <i>United States</i>	78/466145	3119227
GOLD RINGS (three rings) <i>United States</i>	76/463727	2801963
GOLD STANDARD <i>United States</i>	76/041120	2707500
GOLD STRIPE DESIGN <i>United States</i>	74/680710	2056422
GOLD STRIPE DESIGN (Principal Register) <i>United States</i>	76/401214	2704278
GOLDTOE <i>United States</i>	77/023665	3250352
GOLD TOE <i>United States</i>	74/239513	1780355
GOLD TOE <i>United States</i>	76/179968	2751736
GOLD TOE <i>United States</i>	72/155149	770389

GOLD TOE (FANCIFUL PRINT) <i>United States</i>	74/239325	1837930
GOLD TOE AND GOLD HEEL <i>United States</i>	76/462707	2831431
GOLD TOE CLASSIC <i>United States</i>	74/323035	1924671
GOLD TOE GEAR <i>United States</i>	76/135132	2586443
GOLD TOE MAX <i>United States</i>	78/198092	2838566
GOLD TOE PLATINUM <i>United States</i>	76/197694	2727767
GOLD TOE PREMIER <i>United States</i>	78/707924	3231451
GOLDTOE SOLEUTION <i>United States</i>	78/937990	3442946
GOLD TRED DESIGN MARK <i>United States</i>	76/435363	2822294
GREAT AMERICAN SOCKS <i>United States</i>	75/908810	2621864
GT A GOLD TOE BRAND <i>United States</i>	78/508163	3279342
GT A GOLD TOE BRAND DESIGN <i>United States</i>	76/653542	3204882
LEGEND BY GOLD TOE <i>United States</i>	74/668550	1994946
LEGEND BY GOLD TOE BRANDS <i>United States</i>	78/490546	
MAXSPUN AND DESIGN <i>United States</i>	76/590936	3043541
PERFECT FIT <i>United States</i>	78/831280	3210933
PERFECT FIT <i>United States</i>	75/103283	2139828
PRIMERA <i>United States</i>	78/695196	3283678

PRO A GOLD TOE BRAND	77/010318	
<i>United States</i>		
SANTA DESIGN	74/164330	1723914
<i>United States</i>		
SILVER COLORING ON TOE OF SOCK	75/630275	2770527
<i>United States</i>		
SILVER RINGS (three rings)	78/370459	3281060
<i>United States</i>		
SILVER TOE	72/132671	740958
<i>United States</i>		
SILVER TOE	76/179967	2879864
<i>United States</i>		
SILVER TOE GEAR	78/554285	3131112
<i>United States</i>		
SILVER TRED DESIGN MARK	76/435362	2799496
<i>United States</i>		
SILVERGARD	75/446984	2275026
<i>United States</i>		
SOLEUTION and design	78/938054	3309926
<i>United States</i>		
STANDARD OF QUALITY	75/197421	2163413
<i>United States</i>		
TEMPFX and Design	78/585160	
<i>United States</i>		
THERMO SHIELD AND DESIGN	78/774822	3231621
<i>United States</i>		
TODAY'S CASUAL	75/860956	2951935
<i>United States</i>		
TOE PRINT LOGO	74/666328	2540661
<i>United States</i>		
TREADWELL	76/461806	3104313
<i>United States</i>		
ULTRA TEC and design	78/958687	
<i>United States</i>		

TRADEMARKS OWNED BY GTB HOLDING, LLC

Trademark Registrations and Applications

<u>Mark and Country of Registration</u>	<u>Application No.</u>	<u>Registration No.</u>
SANFORSET <i>United States</i>		438775
SANFORIZED <i>United States</i>		408781
SANFORIZED <i>United States</i>		408780

TRADEMARKS OWNED BY GOLDTOEMORETZ, LLC

Trademark Registrations and Applications

<u>Mark and Country of Registration</u>	<u>Application No. and Date</u>	<u>Registration No. and Date</u>
COLOUR YOUR WORLD	74/033,766	1626082
<i>United States</i>	02/28/1990	12/04/1990
FOOT UNDIES	74/325,824	1987386
<i>United States</i>	10/26/1992	07/16/1996
Footbed Design	78/323,954	2959499
<i>United States</i>	11/06/2003	06/07/2005
FRESH SOLES	75,622,752	2331852
<i>United States</i>	01/19/1999	03/21/2000
FUSIONSX	78/826712	
<i>United States</i>	03/01/2006	
GOLDLINE	75/679,982	2335630
<i>United States</i>	04/12/1999	03/28/2000
GOLDPLUS	76/528,714	2950960
<i>United States</i>	07/09/2003	05/17/2005
HYDROWOOL	78/743,572	
<i>United States</i>	10/31/2005	
INTELLI-SOLES	78/494,624	3102047
<i>United States</i>	10/05/2004	06/06/2006
Misc. Design	76/339,324	2954083
<i>United States</i>	11/19/2001	05/24/2005
MORETZ	74/033,024	1686493
<i>United States</i>	02/27/1990	05/12/1992
MORETZ and Medallion Design	74/033,025	1633270
<i>United States</i>	02/27/1990	01/29/1991
MORETZ & Wing Design	74/032,998	1624975
<i>United States</i>	02/27/1990	11/27/1990
MORETZ ATHLETICS	75/225,394	2168547
<i>United States</i>	01/14/1997	06/23/1998
ONE SOX YOUR SPORT	75/650,362	2319376
<i>United States</i>	02/26/1999	02/15/2000
OUTDOOR ADVENTURE	78/382,476	
<i>United States</i>	03/11/2004	
PERFORMANCE ZONE	78/382,460	
<i>United States</i>		

POWERMoves	78/114,449	2796096
<i>United States</i>	03/13/2002	12/16/2004
POWER PLAY	73/239,207	1197967
<i>United States</i>	11/15/1979	06/15/1982
POWER SOX	74/559,762	1997463
<i>United States</i>	08/11/1994	08127/1996
POWERPLAYER	76/493,368	
<i>United States</i>		
POWVALUE	78/262007	2861680
<i>United States</i>	06/13/2003	07/06/2004
PRO-THICKS	75/650,363	2319377
<i>United States</i>	02/26/1999	02/15/2000
SOFTOUCH	78/156,381	2760427
<i>United States</i>	08/21/2002	09/02/2003
SOLE 2 SOUL	78/179,095	3060831
<i>United States</i>	10/28/2002	02/21/2006
SOXMATES	78/222,463	2849746
<i>United States</i>	03/06/2003	06/01/2004
VAPOR TECH (Stylized)	75/185,623	2075900
<i>United States</i>	10/22/1996	07/01/1997
Wings Design in Diamond	78/448,224	3005806
<i>United States</i>	07/09/2004	10/11/2005
Wings Design in Diamond	78/448,227	3104992
<i>United States</i>	07/09/2004	06/13/2006

EXHIBIT A

Supplement to Intellectual Property Security Agreement (GTB Holding, LLC)

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

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.

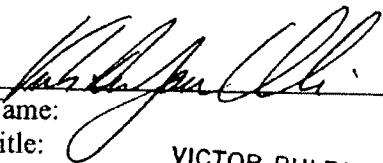
IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

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 Placid St.
Burlington, NC 27215

BEAR STEARNS CORPORATE LENDING
INC.,
as Collateral Agent,

By: 
Name: _____
Title: _____
VICTOR BULZACCHELLI
VICE PRESIDENT

By: _____
Name: _____
Title: _____

TRADEMARKS OWNED BY GTB HOLDING, LLC

Trademark Registrations and Applications

<u>Mark and Country of Registration</u>	<u>Application No.</u>	<u>Registration No.</u>
SANFORSET <i>United States</i>		438775
SANFORIZED <i>United States</i>		408781
SANFORIZED <i>United States</i>		408780

NY1232408.1

EXHIBIT B

Supplement to Intellectual Property Security Agreement (GoldToeMoretz, LLC)

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 GOLDTOEMORETZ, LLC (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

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.

GOLDTOEMORETZ, LLC

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

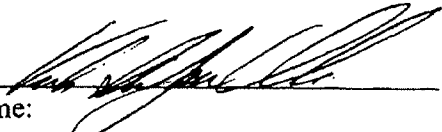
Legal Name: GoldToe Moretz, LLC
Jurisdiction of Formation: Delaware
Location of Chief Executive office:
661 Plaid Street
Burlington, North Carolina 27215

[Second Lien IP Supplement - GoldToeMoretz, LLC]

NY1232409.1

TRADEMARK
REEL: 003852 FRAME: 0623

BEAR STEARNS CORPORATE LENDING
INC.,
as Collateral Agent,

By: 
Name: _____
Title: _____
VICTOR BULZACK
VICE PRESIDENT

By: _____
Name: _____
Title: _____

[Second Lien IP Supplement – GoldToeMoretz, LLC]

NY1232409.1

TRADEMARK
REEL: 003852 FRAME: 0624

TRADEMARKS OWNED BY GOLDTOEMORETZ, LLC

Trademark Registrations and Applications

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

POWERMOVES <i>United States</i>	78/114,449 03/13/2002	2,796,096 12/16/2004
POWER PLAY <i>United States</i>	73/239,207 11/15/1979	1,197,967 06/15/1982
POWER SOX <i>United States</i>	74/559,762 08/11/1994	1,997,463 08/12/1996
POWERPLAYER <i>United States</i>	76/493,368	
POWERTHICKS <i>United States</i>	78/262,007 06/13/2003	2,861,680 07/06/2004
PRO-THICKS <i>United States</i>	75/650,363 02/26/1999	2,319,377 02/15/2000
SOFTOUCH <i>United States</i>	78/156,381 08/21/2002	2,760,427 09/02/2003
SOLE 2 SOUL <i>United States</i>	78/179,095 10/28/2002	3,060,831 02/21/2006
SOXMATES <i>United States</i>	78/222,463 03/06/2003	2,849,746 06/01/2004
VAPOR TECH (Stylized) <i>United States</i>	75/185,623 10/22/1996	2,075,900 07/01/1997
Wings Design in Diamond <i>United States</i>	78/448,224 07/09/2004	3,005,806 10/11/2005
Wings Design in Diamond <i>United States</i>	78/448,227 07/09/2004	3104992 06/13/2006

EXHIBIT C

Supplement to Intellectual Property Security Agreement (GAKM Resources LLC)

SUPPLEMENT TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SUPPLEMENT dated as of September 9, 2008, to the Second Lien Intellectual Property Security Agreement dated as of October 30, 2006, among GOLD TOE MORETZ HOLDINGS CORP. (the surviving entity following the merger of GTM Holdings, Inc. (formerly known as Gold Toe Investment Corp.) into Gold Toe 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 Banks 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

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.

GAKM RESOURCES LLC

By: 
Name: Chuck J. Ward
Title: Senior Vice President, Chief
Financial Officer, Secretary

Legal Name: GAKM Resources LLC
Jurisdiction of Formation: Delaware
Location of Chief Executive Office: 514
West 21st Street, Post Office Box 580,
Newton, North Carolina 26858

NYM 444 8 3 0 4

TRADEMARK
REEL: 003852 FRAME: 0630

BEAR STEARNS CORPORATE LENDING
INC.,
as Collateral Agent,

By: JPMorgan Chase Bank, N.A., authorized
signatory

By: Neil R. Boylan
Name: Neil Boylan
Title: Managing Director

TRADEMARKS OWNED BY GAKM RESOURCES LLC*Trademark Registrations and Applications*

<u>Mark and Country of Registration</u>	<u>Application No.</u>	<u>Registration No.</u>
ADAMS RIB <i>United States</i>	72/122805	761381
ALL PRO <i>United States</i>	74/323039	1802161
ALL PRO <i>United States</i>	78/656571	
ALL WALKS OF LIFE <i>United States</i>	75/050736	2240936
AQUAFX AND DESIGN <i>United States</i>	76/590545	3006302
AURO <i>United States</i>	78/483715	
AURO <i>United States</i>	76/276434	2694015
COLOR MATCH <i>United States</i>	73/764138	1592084
CUSHION TEC <i>United States</i>	78/206201	2846805
DEVICE OF SOCK W/MAG GLASS <i>United States#</i>	72/155148	770388
DEVICE OF SOCK W/MAG GLASS <i>United States</i>	72/229650	819545
DURA+MATES <i>United States</i>	78/070524	2751345
ECO-FX and Design <i>United States</i>	77/005397	3303272
EVER WEAR <i>United States</i>	78/336231	2979644
EZ MATCH <i>United States</i>	78/071212	2673300
FALL PROOF <i>United States</i>	75/727363	2525702
FLUFFIES <i>United States</i>	72/097305	711571

FOR ALL WALKS OF LIFE <i>United States</i>	74/525534	2114401
FRESHCARE and Design <i>United States</i>	78/711772	3218935
G AND DESIGN <i>United States</i>	76/463729	2781599
G AND DESIGN (on Sole of Sock) <i>United States</i>	76/463730	2790737
G AND DESIGN IN SQUARE <i>United States</i>	76/463728	2781598
GOLD CLUB <i>United States</i>	75/242778	2160214
GOLD COLORING ON TOE OF SOCK <i>United States</i>	71/3140286	308608
GOLD RING DESIGN <i>United States</i>	78/466145	3119227
GOLD RINGS (three rings) <i>United States</i>	76/463727	2801963
GOLD STANDARD <i>United States</i>	76/041120	2707500
GOLD STRIPE DESIGN <i>United States</i>	74/680710	2056422
GOLD STRIPE DESIGN (Principal Register) <i>United States</i>	76/401214	2704278
GOLDTOE <i>United States</i>	77/023665	3250352
GOLD TOE <i>United States</i>	74/239513	1780355
GOLD TOE <i>United States</i>	76/179968	2751736
GOLD TOE <i>United States</i>	72/155149	770389
GOLD TOE (FANCIFUL PRINT) <i>United States</i>	74/239325	1837930

GOLD TOE AND GOLD HEEL <i>United States</i>	76/462707	2831431
GOLD TOE CLASSIC <i>United States</i>	74/323035	1924671
GOLD TOE GEAR <i>United States</i>	76/135132	2586443
GOLD TOE MAX <i>United States</i>	78/198092	2838566
GOLD TOE PLATINUM <i>United States</i>	76/197694	2727767
GOLD TOE PREMIER <i>United States</i>	78/707924	3231451
GOLDTOE SOLEUTION <i>United States</i>	78/937990	3442946
GOLD TRED DESIGN MARK <i>United States</i>	76/435363	2822294
GREAT AMERICAN SOCKS <i>United States</i>	75/908810	2621864
GT A GOLD TOE BRAND <i>United States</i>	78/508163	3279342
GT A GOLD TOE BRAND DESIGN <i>United States</i>	76/653542	3204882
LEGEND BY GOLD TOE <i>United States</i>	74/668550	1994946
LEGEND BY GOLD TOE BRANDS <i>United States</i>	78/490546	
MAXSPUN AND DESIGN <i>United States</i>	76/590936	3043541
PERFECT FIT <i>United States</i>	78/831280	3210933
PERFECT FIT <i>United States</i>	75/103283	2139828
PRIMERA <i>United States</i>	78/695196	3283678
PRO A GOLD TOE BRAND <i>United States</i>	77/010318	

SANTA DESIGN <i>United States</i>	74/164330	1723914
SILVER COLORING ON TOE OF SOCK <i>United States</i>	75/630275	2770527
SILVER RINGS (three rings) <i>United States</i>	78/370459	3281060
SILVER TOE <i>United States</i>	72/132671	740958
SILVER TOE <i>United States</i>	76/179967	2879864
SILVER TOE GEAR <i>United States</i>	78/554285	3131112
SILVER TRED DESIGN MARK <i>United States</i>	76/435362	2799496
SILVERGARD <i>United States</i>	75/446984	2275026
SOLEUTION and design <i>United States</i>	78/938054	3309926
STANDARD OF QUALITY <i>United States</i>	75/197421	2163413
TEMPFX and Design <i>United States</i>	78/585160	
THERMO SHIELD AND DESIGN <i>United States</i>	78/774822	3231621
TODAY'S CASUAL <i>United States</i>	75/860956	2951935
TOE PRINT LOGO <i>United States</i>	74/666328	2540661
TREADWELL <i>United States</i>	76/461806	3104313
ULTRA TEC and design <i>United States</i>	78/958687	