

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
Spira Footwear, Inc.		04/23/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Basic Sports Apparel, Inc.		
Street Address:	301 Williams Street		
City:	El Paso		
State/Country:	TEXAS		
Postal Code:	79901		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76671168	SPIRA	
Registration Number:	3194847		
Registration Number:	2796812	WAVESPRING	
CORRESPONDENCE DATA			
Fax Number:	(312)360-9315		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3123600080		
Email:	tmdocket@gbclaw.net		
Correspondent Name:	Greer, Burns & Crain, Ltd.		
Address Line 1:	300 South Wacker Drive		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	4477.77760		
NAME OF SUBMITTER:	Kevin W. Gynn		

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Signature:

/Kevin W. Guynn/

Date:

11/20/2008

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between SPIRA FOOTWEAR, INC., a Delaware corporation ("Debtor") and as Licensor, and BASIC SPORTS APPAREL, INC., A Texas Corporation ("Secured Party") and as Licensee, pursuant to the agreement signed and dated as of April 23, 2008 ("License Agreement").

RECITALS:

A. Debtor and Secured Party have entered into that certain License Agreement dated as of April 23, 2008.

B. Such license agreement covers the name "Spira" and all marks associated with such name (collectively the "Spira Brand").

C. Pursuant to the terms of the License Agreement, Debtor has granted to Secured Party a lien and security interest in the Spira Brand which is superior to any lien either then currently existing or any lien created in the future. Such lien and security interest includes, without limitation, all of Debtor's right, title, and interest in, to and under all then owned Spira Brand trademarks, together with the goodwill of the business symbolized by Debtor's Spira Brand trademarks, and Trademark Licenses.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired, and such grant insofar as it applies to trademarks covered by the License Agreement, is in confirmation of the existing and continuing Lien and security interest granted under the License Agreement:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark registration and Trademark License referred to in Schedule 1 annexed hereto,

and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the License Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Spira Brand made and granted hereby are more fully set forth in the License Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

DEBTOR:

SPIRA FOOTWEAR, INC.,
a Delaware corporation

By: 

Name: Andrew B. Krafsur
Title: CEO

SECURED PARTY:

BASIC SPORTS APPAREL, INC.,
a Texas corporation,

By: 

Name: David Chowaike
Title: Vice President

SCHEDULE I

U.S. Trademark application serial number 76/671,168 for SPIRA and design
U.S. Trademark Registration number 3,194,847 for design (Boomer)
U.S. Trademark Registration number 2,796,812 for WAVESPRING

Unregistered trademarks:

SPIRA
Genesis
Volare
Del Sol
Stinger
Sierra
Del Rio
Mesa
Mia
Fiesta

License Agreement between Spira Footwear Inc. and Basic Sports Apparel, Inc. signed
and dated April 23, 2008.