

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
Eagle Ottawa, LLC		05/19/2009	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	777 E. Wisconsin Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1429235	EAGLE OTTAWA	
Registration Number:	1429234	EAGLE OTTAWA	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414.277.5000		
Email:	marta.levine@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	340550.00016		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		

CH \$65.00 1429235

Date:

06/22/2009

Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARK**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARK (the "Confirmatory Grant") is made as of May 19, 2009 by and from EAGLE OTTAWA, LLC, a Wisconsin limited liability company whose principal address is 1885 Pond Run, Auburn Hills, Michigan 48326, ("Eagle Ottawa"), and U.S. BANK NATIONAL ASSOCIATION, for itself and as Agent for the benefit of the Lenders under the Credit Agreement (hereinafter referred to as the "Secured Party"), whose principal address is 777 E. Wisconsin Avenue, Milwaukee, Wisconsin 53202;

WHEREAS, Everett Smith Group, Ltd., the Subsidiaries identified as Guarantors, including Eagle Ottawa, the Lenders and Secured Party have entered into that certain Second Amended and Restated Credit Agreement, dated as of May 19, 2009 (as amended, restated, or otherwise modified from time to time, the "Credit Agreement"), and a Security Agreement dated as of May 19, 2009 (the "Security Agreement");

WHEREAS, Eagle Ottawa has adopted, used and is using the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are registered with the United States Patent and Trademark Office;

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of Eagle Ottawa pursuant to the Security Agreement. Upon the payment in full of all Secured Obligations, Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Eagle Ottawa an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) Eagle Ottawa hereby grants to Secured Party a security interest in (1) all of Eagle Ottawa's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by Eagle Ottawa, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the business with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

[The rest of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Eagle Ottawa has executed this Confirmatory Grant of Security Interest effective as of the above-indicated date.

EAGLE OTTAWA, LLC,
a Wisconsin limited liability company.

By:

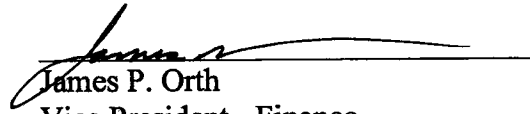

James P. Orth
Vice President - Finance

EXHIBIT A
TRADEMARKS

Eagle Ottawa, LLC

<u>Mark</u>	<u>Registration (Application) No.</u>	<u>Issue (Filing) Date</u>	<u>Goods/Services</u>
EAGLE OTTAWA and Design	1429235	February 17, 1987	Leather (Cl. 18).
EAGLE OTTAWA and Design	1429234	February 17, 1987	Leather (Cl. 18).