

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT AND ASSUMPTION OF FIRST LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BEAR STEARNS CORPORATE LENDING INC.		09/11/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as successor Collateral Agent under First Lien Intellectual Property Security Agreement
<b>Street Address:</b>	1111 Fannin Street, 10th Floor
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002-6925
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 100**

Property Type	Number	Word Mark
Registration Number:	0408780	SANFORIZED
Registration Number:	0408781	SANFORIZED
Registration Number:	0438775	"SANFORSET"
Registration Number:	2959499	
Registration Number:	1624975	MORETZ
Registration Number:	1633270	MORETZ
Registration Number:	1987386	FOOT UNDIES
Registration Number:	1626082	COLOUR YOUR WORLD
Registration Number:	3005806	
Registration Number:	3104992	
Registration Number:	2954083	
Registration Number:	2331852	FRESH SOLES

OP \$2515.00 0408780

**900143177**

**TRADEMARK  
 REEL: 004061 FRAME: 0474**

Registration Number:	2335630	GOLDLINE
Registration Number:	2950960	GOLDPLUS
Registration Number:	3102047	INTELLI-SOLES
Registration Number:	1686493	MORETZ
Registration Number:	2319376	ONE SOX YOUR SPORT
Registration Number:	1197967	POWER PLAY
Registration Number:	1997463	POWER SOX
Registration Number:	2796096	POWERMOVES
Registration Number:	2861680	POWERVALUE
Registration Number:	2319377	PRO-THICKS
Registration Number:	2760427	SOFTOUCH
Registration Number:	3060831	SOLE 2 SOUL
Registration Number:	2849746	SOXMATES
Registration Number:	2075900	VAPOR-TECH
Registration Number:	2168547	MORETZ ATHLETICS
Registration Number:	2751345	DURA+MATES
Registration Number:	2673300	EZ MATCH
Registration Number:	2525702	FALL PROOF
Registration Number:	2114401	FOR ALL WALKS OF LIFE
Registration Number:	2790737	G
Registration Number:	2781598	G
Registration Number:	2781599	G
Registration Number:	2160214	GOLD CLUB
Registration Number:	2707500	GOLD STANDARD
Registration Number:	1837930	GOLD TOE
Registration Number:	2751736	GOLD TOE
Registration Number:	1924671	GOLD TOE CLASSIC
Registration Number:	2586443	GOLD TOE GEAR
Serial Number:	76197694	GOLD TOE PLATINUM
Registration Number:	3231451	GOLD TOE PREMIER
Registration Number:	2838566	GOLDTOE MAX
Registration Number:	3442946	GOLDTOE SOLEUTION
Registration Number:	2621864	GREAT AMERICAN SOCKS
Registration Number:	3204882	GT A GOLD TOE BRAND
Registration Number:	3279342	GT A GOLD TOE BRAND

Registration Number:	1994946	LEGEND BY GOLD TOE
Registration Number:	3210933	PERFECT FIT
Registration Number:	0711571	FLUFFIES
Registration Number:	3250352	GOLDTOE
Registration Number:	2799496	
Registration Number:	3119227	
Registration Number:	2801963	
Registration Number:	2831431	
Registration Number:	2822294	
Registration Number:	2704278	
Registration Number:	2770527	
Registration Number:	0761381	ADAM'S RIB
Registration Number:	1802161	ALL PRO
Registration Number:	2240936	ALL WALKS OF LIFE
Registration Number:	3006302	AQUAFX
Registration Number:	2694015	AURO
Registration Number:	1592084	COLOR MATCH
Registration Number:	2846805	CUSHION TEC
Registration Number:	2056422	
Registration Number:	0819545	
Registration Number:	1723914	
Registration Number:	0770388	
Registration Number:	0308608	
Registration Number:	3281060	
Registration Number:	2540661	
Registration Number:	3303272	ECO-FX
Registration Number:	2979644	EVER WEAR
Registration Number:	3218935	FRESHCARE
Registration Number:	1780355	GOLD TOE
Registration Number:	0770389	GOLD TOE
Registration Number:	3043541	MAX SPUN
Registration Number:	2139828	PERFECT FIT
Registration Number:	3283678	PRIMERA
Registration Number:	3360236	PRO A GOLD TOE BRAND
Registration Number:	0740958	SILVER TOE

Registration Number:	2879864	SILVER TOE
Registration Number:	3131112	SILVER TOE GEAR
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:	3104313	TREADWELL
Serial Number:	78743572	HYDROWOOL
Serial Number:	78382476	OUTDOOR ADVENTURE
Serial Number:	76493368	POWERPLAYER
Serial Number:	78382460	PERFORMANCE ZONE
Serial Number:	78826712	FUSIONSX
Serial Number:	78656571	ALL PRO
Serial Number:	78490546	LEGEND BY GOLD TOE BRANDS
Serial Number:	78585160	TEMPFX
Serial Number:	78483715	AURO
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: 7145401235  
Email: ipdocket@lw.com, kristin.azcona@lw.com  
Correspondent Name: LATHAM & WATKINS LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0234
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	09/15/2009

**Total Attachments: 11**  
source=Gold Toe Assignment and Assumption#page1.tif  
source=Gold Toe Assignment and Assumption#page2.tif  
source=Gold Toe Assignment and Assumption#page3.tif  
source=Gold Toe Assignment and Assumption#page4.tif  
source=Gold Toe Assignment and Assumption#page5.tif

**TRADEMARK**  
**REEL: 004061 FRAME: 0477**

source=Gold Toe Assignment and Assumption#page6.tif  
source=Gold Toe Assignment and Assumption#page7.tif  
source=Gold Toe Assignment and Assumption#page8.tif  
source=Gold Toe Assignment and Assumption#page9.tif  
source=Gold Toe Assignment and Assumption#page10.tif  
source=Gold Toe Assignment and Assumption#page11.tif

**ASSIGNMENT AND ASSUMPTION  
OF FIRST LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS**

This ASSIGNMENT AND ASSUMPTION OF FIRST LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS dated as of September 11, 2009 (this "Assignment and Assumption") is made by BEARS STEARNS CORPORATE LENDING INC., as the current Collateral Agent under the First Lien Intellectual Property Security Agreement referred to below (in such capacity, the "Assignor"), and JPMORGAN CHASE BANK, N.A., as the successor Collateral Agent under such First Lien Intellectual Property Security Agreement (in such capacity, the "Assignee").

WHEREAS, reference is made to:

(i) that certain First Lien Intellectual Property Security Agreement dated as of October 30, 2006 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "First Lien Intellectual Property Security Agreement") by and 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 party thereto and the Assignor;

(ii) the Grant of First Lien Security Interest in United States Trademarks dated as of October 30, 2006 (the "Original Trademark Security Agreement"), among GAKM Resources LLC (formerly GAKM Resources Corporation), a Delaware limited liability company ("GAKM"), GTB Holding, LLC (formerly GTB Holding Corp.), a Delaware limited liability company ("GTB Holding"), and GoldToeMoretz, LLC (as successor by merger to Moretz, Inc.), a Delaware limited liability company ("GoldToeMoretz"; and with GAKM and GTB Holding, each, a "Grantor" and, collectively, the "Grantors") in favor of the Assignor, which was recorded with the United States Patent and Trademark Office on November 7, 2006 on reel 003423 frame 0091, reel 003423 frame 0117 and reel 003423 frame 0131;

(iii) (a) the Amended and Restated Grant of First Lien Security Interest in United States Trademarks dated as of January 17, 2007 (the "GTB Holding Amended and Restated Trademark Security Agreement") among GAKM, GTB Holding and GoldToeMoretz in favor of the Assignor and (b) the Supplement to First Lien Intellectual Property Security Agreement dated as of January 17, 2007 (the "GTB Holding Supplement") by GTB Holding in favor of the Assignor, which were recorded with the United States Patent and Trademark Office on July 31, 2008 on reel 003826 frame 0826;

(iv) (a) the Amended and Restated Grant of First Lien Security Interest in United States Trademarks dated as of January 17, 2007 (the "GoldToeMoretz Amended and Restated Trademark Security Agreement") among GAKM, GTB Holding and GoldToeMoretz in favor of the Assignor and (b) the Supplement to First Lien Intellectual Property Security Agreement dated as of January 17, 2007 (the "GoldToeMoretz Supplement") by GoldToeMoretz in favor of the Assignor, which were recorded with the United States Patent and Trademark Office on July 31, 2008 on real 003826 frame 0784; and

(v) (a) the Amended and Restated Grant of First Lien Security Interest in United States Trademarks dated as of September 9, 2008 (the "GAKM Amended and Restated Trademark Security Agreement") among GAKM, GTB Holding and GoldToeMoretz in favor of the Assignor and (b) the Supplement to First Lien Intellectual Property Security Agreement dated as of September 9, 2008 (the "GAKM Supplement"; and with the Original Trademark Security Agreement, the GTB Holding Amended and Restated Trademark Security Agreement, the GTB Holding Supplement, the GoldToeMoretz Amended and Restated Trademark Security Agreement, the GoldToeMoretz Supplement and the GAKM Amended and Restated Trademark Security Agreement, collectively, the "Trademark Security Agreements") by GAKM in favor of the Assignor, which were recorded with the United States Patent and Trademark Office on September 12, 2008 on reel 003852 frame 0528;

WHEREAS, pursuant to the First Lien Intellectual Property Security Agreement and the Trademark Security Agreements, each Grantor has granted to the Assignor 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 First Lien Intellectual Property Security Agreement), including, without limitation, the Trademarks listed on Schedule I annexed hereto and made a part hereof (collectively, the "Collateral"); and

WHEREAS, the Assignor desires to assign to the Assignee all of its right, title and interest under the First Lien Intellectual Property Security Agreement and the Trademark Security Agreements, including, without limitation, its security interest in and to the Collateral, and Assignee desires to accept and assume all of such right, title, interest in and to the Collateral.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

The Assignor hereby irrevocably, absolutely and unconditionally assigns to the Assignee without recourse and without any representation or warranty of any kind, nature or description, and the Assignee hereby accepts and assumes from the Assignor, the right, title and interest in and to the Collateral pursuant to and in accordance with the terms of the Intellectual Property Security Agreements and the Trademark Security Agreements.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

BEAR STEARNS CORPORATE LENDING INC.,  
as Assignor

By: JPMORGAN CHASE BANK, N.A.,  
Authorized Signatory

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





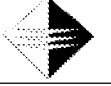


Accepted and Agreed to by:  
JPMORGAN CHASE BANK, N.A.,  
as Assignee

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

ASSIGNMENT AND ASSUMPTION OF FIRST LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS  
(GOLD TOE MOVIEZ HOLDINGS CORP.)

**TRADEMARK**  
**REEL: 004061 FRAME: 0482**

**SCHEDULE I**  
to  
**ASSIGNMENT AND ASSUMPTION**






No.	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
1.	SANFORIZED	71467268 08-FEB-1944	0408780 29-AUG-1944	Renewed	GTB HOLDING, LLC
2.	SANFORIZED	71467269 08-FEB-1944	0408781 29-AUG-1944	Renewed	GTB HOLDING, LLC
3.	“SANFORSET”	71516534 29-JAN-1947	0438775 11-MAY-1948	Expired	GTB HOLDING, LLC
4.	Design Only 	78323954 06-NOV-2003	2959499 07-JUN-2005	Registered	GOLDTOEMORETZ, LLC
5.	MORETZ 	74032998 27-FEB-1990	1624975 27-NOV-1990	Renewed	GOLDTOEMORETZ, LLC
6.	MORETZ 	74033025 27-FEB-1990	1633270 29-JAN-1991	Renewed	GOLDTOEMORETZ, LLC
7.	FOOT UNDIES	74325824 26-OCT-1992	1987386 16-JUL-1996	Renewed	GOLDTOEMORETZ, LLC
8.	COLOUR YOUR WORLD	74033766 28-FEB-1990	1626082 04-DEC-1990	Renewed	GOLDTOEMORETZ, LLC
9.	Design Only 	78448224 09-JUL-2004	3005806 11-OCT-2005	Registered	GOLDTOEMORETZ, LLC
10.	Design Only 	78448227 09-JUL-2004	3104992 13-JUN-2006	Registered	GOLDTOEMORETZ, LLC
11.	Design Only 	76339324 19-NOV-2001	2954083 24-MAY-2005	Registered	GOLDTOEMORETZ, LLC
12.	FRESH SOLES	75622752 19-JAN-1999	2331852 21-MAR-2000	Registered	GOLDTOEMORETZ, LLC
13.	GOLDLINE	75679982 12-APR-1999	2335630 28-MAR-2000	Registered	GOLDTOEMORETZ, LLC
14.	GOLDPLUS	76528714 09-JUL-2003	2950960 17-MAY-2005	Registered	GOLDTOEMORETZ, LLC

No.	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
15.	HYDROWOOL	78743572 31-OCT-2005		Pending Intent To Use	GOLDTOEMORETZ, LLC
16.	INTELLI-SOLES	78494624 05-OCT-2004	3102047 06-JUN-2006	Registered	GOLDTOEMORETZ, LLC
17.	MORETZ	74033024 27-FEB-1990	1686493 12-MAY-1992	Renewed	GOLDTOEMORETZ, LLC
18.	ONE SOX YOUR SPORT	75650362 26-FEB-1999	2319376 15-FEB-2000	Registered	GOLDTOEMORETZ, LLC
19.	OUTDOOR ADVENTURE	78382476 11-MAR-2004		Pending Intent To Use	GOLDTOEMORETZ, LLC
20.	POWER PLAY	73239207 15-NOV-1979	1197967 15-JUN-1982	Renewed	GOLDTOEMORETZ, LLC
21.	POWER SOX	74559762 11-AUG-1994	1997463 27-AUG-1996	Renewed	GOLDTOEMORETZ, LLC
22.	POWERMoves	78114449 13-MAR-2002	2796096 16-DEC-2003	Registered	GOLDTOEMORETZ, LLC
23.	POWERVALUE	78262007 13-JUN-2003	2861680 06-JUL-2004	Registered	GOLDTOEMORETZ, LLC
24.	PRO-THICKS	75650363 26-FEB-1999	2319377 15-FEB-2000	Registered	GOLDTOEMORETZ, LLC
25.	SOFTOUCH	78156381 21-AUG-2002	2760427 02-SEP-2003	Registered	GOLDTOEMORETZ, LLC
26.	SOLE 2 SOUL	78179095 28-OCT-2002	3060831 21-FEB-2006	Registered	GOLDTOEMORETZ, LLC
27.	SOXMATES	78222463 06-MAR-2003	2849746 01-JUN-2004	Registered	GOLDTOEMORETZ, LLC
28.	VAPOR-TECH <b>VAPOR•TECH</b>	75185623 22-OCT-1996	2075900 01-JUL-1997	Renewed	GOLDTOEMORETZ, LLC
29.	MORETZ ATHLETICS	75225394 14-JAN-1997	2168547 23-JUN-1998	Cancelled	GOLDTOEMORETZ, LLC
30.	POWERPLAYER	76493368 27-FEB-2003		Abandoned	GOLDTOEMORETZ, LLC
31.	PERFORMANCE ZONE	78382460 11-MAR-2004		Abandoned	GOLDTOEMORETZ, LLC
32.	FUSIONSOX	78826712 01-MAR-2006		Abandoned	GOLDTOEMORETZ, LLC

Schedule 1-2

OC\1018362.5









**TRADEMARK**  
**REEL: 004061 FRAME: 0484**

No.	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
33.	DURA+MATES	78070524 22-JUN-2001	2751345 12-AUG-2003	Registered	GAKM RESOURCES LLC
34.	EZ MATCH	78071212 27-JUN-2001	2673300 07-JAN-2003	Registered	GAKM RESOURCES LLC
35.	FALL PROOF	75727363 11-JUN-1999	2525702 01-JAN-2002	Registered	GAKM RESOURCES LLC
36.	FOR ALL WALKS OF LIFE	74525534 17-MAY-1994	2114401 18-NOV-1997	Renewed	GAKM RESOURCES LLC
37.	G 	76463730 01-NOV-2002	2790737 09-DEC-2003	Registered	GAKM RESOURCES LLC
38.	G 	76463728 01-NOV-2002	2781598 11-NOV-2003	Registered	GAKM RESOURCES LLC
39.	G 	76463729 01-NOV-2002	2781599 11-NOV-2003	Registered	GAKM RESOURCES LLC
40.	GOLD CLUB	75242778 18-FEB-1997	2160214 26-MAY-1998	Renewed	GAKM RESOURCES LLC
41.	GOLD STANDARD	76041120 03-MAY-2000	2707500 15-APR-2003	Registered	GAKM RESOURCES LLC
42.	GOLD TOE 	74239325 22-JAN-1992	1837930 31-MAY-1994	Renewed	GAKM RESOURCES LLC
43.	GOLD TOE	76179968 13-DEC-2000	2751736 19-AUG-2003	Registered	GAKM RESOURCES LLC
44.	GOLD TOE CLASSIC	74323035 16-OCT-1992	1924671 03-OCT-1995	Renewed	GAKM RESOURCES LLC
45.	GOLD TOE GEAR	76135132 25-SEP-2000	2586443 25-JUN-2002	Registered	GAKM RESOURCES LLC
46.	GOLD TOE PLATINUM	76197694 22-JAN-2001	2727767 17-JUN-2003	Registered	GAKM RESOURCES LLC
47.	GOLD TOE PREMIER	78707924 07-SEP-2005	3231451 17-APR-2007	Registered	GAKM RESOURCES LLC
48.	GOLDTOE MAX 	78198092 27-DEC-2002	2838566 04-MAY-2004	Registered	GAKM RESOURCES LLC
49.	GOLDTOE SOLEUTION	78937990 26-JUL-2006	3442946 03-JUN-2008	Registered	GAKM RESOURCES LLC
50.	GREAT AMERICAN SOCKS	75908810 02-FEB-2000	2621864 17-SEP-2002	Registered	GAKM RESOURCES LLC

Schedule 1-3

OC\1018362.5










**TRADEMARK**  
**REEL: 004061 FRAME: 0485**

No.	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
51.	GT A GOLD TOE BRAND 	76653542 17-JAN-2006	3204882 06-FEB-2007	Registered	GAKM RESOURCES LLC
52.	GT A GOLD TOE BRAND	78508163 29-OCT-2004	3279342 14-AUG-2007	Registered	GAKM RESOURCES LLC
53.	LEGEND BY GOLD TOE	74668550 01-MAY-1995	1994946 20-AUG-1996	Renewed	GAKM RESOURCES LLC
54.	PERFECT FIT	78831280 07-MAR-2006	3210933 20-FEB-2007	Registered	GAKM RESOURCES LLC
55.	FLUFFIES	72097305 17-MAY-1960	0711571 21-FEB-1961	Renewed	GAKM RESOURCES LLC
56.	GOLDTOE	77023665 18-OCT-2006	3250352 12-JUN-2007	Registered	GAKM RESOURCES LLC
57.	Design Only 	76435362 29-JUL-2002	2799496 23-DEC-2003	Registered	GAKM RESOURCES LLC
58.	Design Only 	78466145 12-AUG-2004	3119227 25-JUL-2006	Registered	GAKM RESOURCES LLC
59.	Design Only 	76463727 01-NOV-2002	2801963 06-JAN-2004	Registered	GAKM RESOURCES LLC
60.	Design Only 	76462707 29-OCT-2002	2831431 13-APR-2004	Registered	GAKM RESOURCES LLC
61.	Design Only 	76435363 29-JUL-2002	2822294 16-MAR-2004	Registered	GAKM RESOURCES LLC
62.	Design Only 	76401214 29-APR-2002	2704278 08-APR-2003	Registered	GAKM RESOURCES LLC
63.	Design Only 	75630275 29-JAN-1999	2770527 07-OCT-2003	Registered	GAKM RESOURCES LLC
64.	ADAM'S RIB	72122805 26-JUN-1961	0761381 10-DEC-1963	Renewed	GAKM RESOURCES LLC
65.	ALL PRO	74323039 16-OCT-1992	1802161 02-NOV-1993	Renewed	GAKM RESOURCES LLC

Schedule 1-4

OC\1018362.5






**TRADEMARK**  
**REEL: 004061 FRAME: 0486**

No.	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
66.	ALL PRO	78656571 23-JUN-2005		Pending Intent To Use	GAKM RESOURCES LLC
67.	ALL WALKS OF LIFE	75050736 29-JAN-1996	2240936 20-APR-1999	Registered	GAKM RESOURCES LLC
68.	AQUAFX 	76590545 05-MAY-2004	3006302 11-OCT-2005	Registered	GAKM RESOURCES LLC
69.	AURO	76276434 25-JUN-2001	2694015 04-MAR-2003	Registered	GAKM RESOURCES LLC
70.	COLOR MATCH	73764138 09-NOV-1988	1592084 17-APR-1990	Renewed	GAKM RESOURCES LLC
71.	CUSHION TEC	78206201 23-JAN-2003	2846805 25-MAY-2004	Registered	GAKM RESOURCES LLC
72.	Design Only 	74680710 26-MAY-1995	2056422 22-APR-1997	Renewed	GAKM RESOURCES LLC
73.	Design Only 	72229650 08-OCT-1965	0819545 29-NOV-1966	Renewed	GAKM RESOURCES LLC
74.	Design Only 	74164330 06-MAY-1991	1723914 13-OCT-1992	Renewed	GAKM RESOURCES LLC
75.	Design Only 	72155148 15-OCT-1962	0770388 26-MAY-1964	Renewed	GAKM RESOURCES LLC
76.	Design Only 	71340286 01-AUG-1933	0308608 12-DEC-1933	Renewed	GAKM RESOURCES LLC
77.	Design Only 	78370459 19-FEB-2004	3281060 14-AUG-2007	Registered	GAKM RESOURCES LLC
78.	Design Only 	74666328 27-APR-1995	2540661 19-FEB-2002	Registered	GAKM RESOURCES LLC
79.	ECO-FX 	77005397 22-SEP-2006	3303272 02-OCT-2007	Registered	GAKM RESOURCES LLC
80.	EVER WEAR	78336231 04-DEC-2003	2979644 26-JUL-2005	Registered	GAKM RESOURCES LLC

Schedule 1-5

OC\1018362.5

**TRADEMARK**  
**REEL: 004061 FRAME: 0487**

No.	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
81.	FRESHCARE 	78711772 13-SEP-2005	3218935 13-MAR-2007	Registered	GAKM RESOURCES LLC
82.	GOLD TOE	74239513 22-JAN-1992	1780355 06-JUL-1993	Renewed	GAKM RESOURCES LLC
83.	GOLD TOE	72155149 15-OCT-1962	0770389 26-MAY-1964	Renewed	GAKM RESOURCES LLC
84.	LEGEND BY GOLD TOE BRANDS	78490546 28-SEP-2004		Pending Intent To Use	GAKM RESOURCES LLC
85.	MAX SPUN 	76590936 07-MAY-2004	3043541 17-JAN-2006	Registered	GAKM RESOURCES LLC
86.	PERFECT FIT	75103283 13-MAY-1996	2139828 24-FEB-1998	Renewed	GAKM RESOURCES LLC
87.	PRIMERA	78695196 18-AUG-2005	3283678 21-AUG-2007	Registered	GAKM RESOURCES LLC
88.	PRO A GOLD TOE BRAND	77010318 29-SEP-2006	3360236 25-DEC-2007	Registered	GAKM RESOURCES LLC
89.	SILVER TOE	72132671 24-NOV-1961	0740958 20-NOV-1962	Renewed	GAKM RESOURCES LLC
90.	SILVER TOE	76179967 13-DEC-2000	2879864 31-AUG-2004	Registered	GAKM RESOURCES LLC
91.	SILVER TOE GEAR	78554285 26-JAN-2005	3131112 15-AUG-2006	Registered	GAKM RESOURCES LLC
92.	SILVERGARD	75446984 09-MAR-1998	2275026 31-AUG-1999	Registered	GAKM RESOURCES LLC
93.	SOLEUTION 	78938054 26-JUL-2006	3309926 09-OCT-2007	Registered	GAKM RESOURCES LLC
94.	STANDARD OF QUALITY	75197421 13-NOV-1996	2163413 09-JUN-1998	Renewed	GAKM RESOURCES LLC
95.	TEMPFX 	78585160 11-MAR-2005		Published (Pending) Intent To Use	GAKM RESOURCES LLC
96.	THERMO SHIELD 	78774822 16-DEC-2005	3231621 17-APR-2007	Registered	GAKM RESOURCES LLC
97.	TODAY'S CASUAL	75860956 01-DEC-1999	2951935 17-MAY-2005	Registered	GAKM RESOURCES LLC
98.	TREADWELL	76461806 28-OCT-2002	3104313 13-JUN-2006	Registered	GAKM RESOURCES LLC

Schedule 1-6

OC\1018362.5

**TRADEMARK**  
**REEL: 004061 FRAME: 0488**

No.	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
99.	AURO	78483715 15-SEP-2004		Abandoned	GAKM RESOURCES LLC
100.	ULTRA TEC	78958687 23-AUG-2006		Abandoned	GAKM RESOURCES LLC

Schedule 1-7

OC\1018362.5

**RECORDED: 09/15/2009**

**TRADEMARK  
REEL: 004061 FRAME: 0489**