

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation, successor in interest to Royal Bank of Canada, as Administrative Agent		07/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Shoes For Crews, LLC		
Street Address:	1400 Centrepark Boulevard		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2646817	CREWGUARD	
Registration Number:	2439986	GOT SLIPS?	
Registration Number:	2355155	SFC	
Registration Number:	1834116	SHOES FOR CREWS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-8816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-377		

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**TRADEMARK
 REEL: 004247 FRAME: 0517**

NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	07/23/2010
Total Attachments: 4 source=Trademark Release#page1.tif source=Trademark Release#page2.tif source=Trademark Release#page3.tif source=Trademark Release#page4.tif	

TRADEMARK RELEASE OF SECURITY INTEREST

THIS TRADEMARK RELEASE OF SECURITY INTEREST is made as of July 23, 2010 by ANTARES CAPITAL CORPORATION, successor in interest to Royal Bank of Canada, as Administrative Agent ("Administrative Agent").

WITNESSETH:

WHEREAS, Administrative Agent and Shoes for Crews, LLC, a Florida limited liability company ("Pledgor"), were parties to that certain Trademark Security Agreement, dated as of July 2, 2004 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Pledgor granted a security interest to Administrative Agent in, among other things, the Trademarks (as defined in the Security Agreement), as security for certain obligations owing by Pledgor, to the financial institutions (collectively, "Lenders") from time to time party to that certain Credit Agreement, dated as of July 2, 2004, by and among Pledgor, certain of Pledgor's affiliates, Administrative Agent and Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 15, 2005, at Reel 3141, Frame 0078; and

WHEREAS, Pledgor has requested that Administrative Agent release its security interest in the Trademarks and reassign the same to Pledgor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby releases its security interest in all of Pledgor's right, title and interest in and to all of the following (the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations, continuations-in-part and renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all proceeds of the forgoing, including without limitation, any claim by Pledgor against third parties for past, present or future (i) infringement of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

2. Administrative Agent hereby reassigns, grants and conveys to Pledgor, without any representation, warranty, recourse or undertaking by Administrative Agent, all of Administrative Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of Pledgor's business connected with the use of and symbolized by the Trademark Collateral.

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[Signature Page Follows]*

Schedule 1 to Trademark Release of Security Interest

U.S. TRADEMARK REGISTRATIONS

MARK	REG. NO.	DATE
CREWGUARD	2646817	11/05/2002
GOT SLIPS?	2439986	04/03/2001
SFC	2355155	06/06/2000
SHOES FOR CREWS	1834116	05/03/1994