

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
Shoes For Crews, LLC		07/23/2010	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2646817	CREWGUARD
Registration Number:	3788886	DRY GRIP
Registration Number:	2439986	GOT SLIPS?
Registration Number:	3792285	MIGHTY MAT!
Registration Number:	3440319	SFC
Registration Number:	2355155	SFC
Registration Number:	3690097	SFC FROGGZ
Registration Number:	3304683	SFC FROGGZ
Registration Number:	3666305	SHOES FOR CREWS
Registration Number:	1834116	SHOES FOR CREWS
Registration Number:	3444613	THE BEST DEFENSE AGAINST SLIPS & FALLS!
Registration Number:	3551443	THE SHOE THAT GRIPS
Registration Number:	3592701	SFC
Serial Number:	77822560	

CH \$390.00 2646817

900167720

**TRADEMARK
 REEL: 004247 FRAME: 0547**

Serial Number:	77924594	SHOES FOR CREWS
----------------	----------	-----------------

CORRESPONDENCE DATA

Fax Number: (312)577-8816
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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
-------------------------	------------

NAME OF SUBMITTER:	Oscar Ruiz
--------------------	------------

Signature:	/Oscar Ruiz/
------------	--------------

Date:	07/23/2010
-------	------------

Total Attachments: 5
source=TSA#page1.tif
source=TSA#page2.tif
source=TSA#page3.tif
source=TSA#page4.tif
source=TSA#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 23, 2010, is made by Shoes for Crews, LLC, a Florida limited liability company (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 23, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any actions that the Grantor, in its reasonable business judgment, determines to be necessary in connection with their Trademarks that are subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

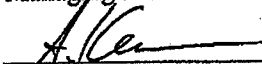
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SHOES FOR CREWS, LLC, a Florida limited liability company, as Grantor

By: SFC Holdings, LLC
Its: Member

By: SHO Holding II Corporation
Its: Managing Member

By: 
Name: Alex Kramarchuk
Title: Vice President of Finance

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By: 

Name: Danielle Katz

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date
CREWGUARD	2646817	11/05/2002
DRY GRIP	3788886	05/11/2010
GOT SLIPS?	2439986	04/03/2001
MIGHTY MAT!	3792285	5/25/2010
SFC	3440319	06/03/2008
SFC	2355155	06/06/2000
SFC FROGGZ	3690097	09/29/2009
SFC FROGGZ	3304683	10/02/2007
SHOES FOR CREWS	3666305	08/11/2009
SHOES FOR CREWS	1834116	05/03/1994
THE BEST DEFENSE AGAINST SLIPS & FALLS!	3444613	06/10/2008
THE SHOE THAT GRIPS	3551443	12/23/2008
SFC DESIGN	3592701	03/17/2009

2. TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date
DESIGN ONLY	77822560	09/09/2009
SHOES FOR CREWS	77924594	02/01/2010

3. IP LICENSES

[Include complete legal description of agreement (name of agreement, parties and date)]