

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Essentials Inc.		12/17/2010	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Capital Corporation		
<b>Street Address:</b>	100 King Street West		
<b>Internal Address:</b>	11th Floor, First Canadian Place		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X 1A1		
<b>Entity Type:</b>	Corporation incorporated under the federal laws of Canada: CANADA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2948139	A E AMERICAN ESSENTIALS	
<b>Serial Number:</b>	76666177	FEEL GOOD BY AMERICAN ESSENTIALS	
<b>Serial Number:</b>	76666176	FEEL GOOD AMERICAN ESSENTIALS	
<b>Serial Number:</b>	76670636	V12	
<b>Serial Number:</b>	76672634	ECOLOGIX	
<b>Serial Number:</b>	76676008	SMOKIN' MOOSE	
<b>Serial Number:</b>	76678164	AMERICAN ESSENTIALS NEW YORK	
<b>Serial Number:</b>	76697667	AMERICAN ESSENTIALS LUXURY	
<b>Serial Number:</b>	76697666	THE ORIGINAL CUSHION SOLE COMFORT SOCK	
<b>Serial Number:</b>	77916261	BARE ESSENTIALS	
<b>Registration Number:</b>	0599382	HAPPY FOOT	
<b>Registration Number:</b>	1933423	AMERICAN ESSENTIALS	
<b>Registration Number:</b>	1562242	AMERICAN ESSENTIALS	

CH \$340.00 2948139

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	1948587
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**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

<b>NAME OF SUBMITTER:</b>	Richard Kalwa
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<b>Signature:</b>	/richard kalwa/
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<b>Date:</b>	12/17/2010
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Total Attachments: 4  
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**TRADEMARK COLLATERAL AGREEMENT  
(AMERICAN ESSENTIALS INC.)**

This 17th day of December, 2010, American Essentials Inc., a New York corporation ("*Debtor*") with its principal place of business and mailing address at 63 Polson Street, Toronto, Ontario M5A 1A4 Canada, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Capital Corporation ("*BMOCC*"), with its mailing address at 11th Floor, First Canadian Place, 100 King Street West, Toronto, Ontario M5X 1A1, Canada, Attention: Managing Director and its successors and assigns (BMOCC and any successor(s) or assign(s) to BMOCC being hereinafter referred to as the "*Lender*"), and grants to the Lender a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out and defined in that certain Security Agreement bearing even date herewith between the Debtor, as debtor, and the Lender, as secured party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Lender of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Lender on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AMERICAN ESSENTIALS INC.

By   
Carl Grillo, Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BMO CAPITAL CORPORATION

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AMERICAN ESSENTIALS INC.

By \_\_\_\_\_  
Carl Grillo, Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BMO CAPITAL CORPORATION

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name M. KAMIL  
Title DIRECTOR

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

<u>Matter Name</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No</u>	<u>Date</u>	<u>Status</u>
A E AMERICAN ESSENTIALS LOGO	U.S.A.	74/616,679	Dec 29, 1994	2,948,139	May 10, 2005	Registered
FEEL GOOD BY AMERICAN ESSENTIALS	U.S.A.	76/666,177	Sep 18, 2006			Pending
FEEL GOOD AMERICAN ESSENTIALS	U.S.A.	76/666,176	Sep 18, 2006			Pending
V12	U.S.A.	76/670,636	Dec 21, 2006			Pending
ECOLOGIX	U.S.A.	76/672,634	Feb 13, 2007			Pending
SMOKIN' MOOSE	U.S.A.	76/676,008	Apr 26, 2007			Pending
AMERICAN ESSENTIALS NEW YORK	U.S.A.	76/678,164	Jun 13, 2007			Pending
AMERICAN ESSENTIALS LUXURY	U.S.A.	76/697,667	Jun 1, 2009			Pending
THE ORIGINAL CUSHION SOLE COMFORT SOCK	U.S.A.	76/697,666	Jun 1, 2009			Pending
BARE ESSENTIALS	U.S.A.	77/916,261	Jan 20, 2010			Pending
HAPPYFOOT & Design	U.S.A.	71/636,955	Oct 20, 1952	599,382	Dec 14, 1954	Registered
AMERICAN ESSENTIALS	U.S.A.	74/286,977	Jun 22, 1992	1,933,423	Nov 7, 1995	Registered
AMERICAN ESSENTIALS	U.S.A.	73/632,497	Nov 25, 1986	1,562,242	Oct 24, 1989	Registered