

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K B Socks, Inc.		12/17/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn		
Internal Address:	MidCorp Loan and Agency; Mailcode: IL 1-0010		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85129007	SOCKETACULAR!	
Serial Number:	77439320	KB	
Serial Number:	75908412	K BELL	
Serial Number:	78934274	K BELL TOO	
Serial Number:	76542321	SOCK TRENDS	
Serial Number:	77756529	SOCKS WITH THOUGHTS	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$165.00 85129007

900179136

**TRADEMARK
 REEL: 004435 FRAME: 0990**

ATTORNEY DOCKET NUMBER:	027187-0051
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	12/17/2010
Total Attachments: 7 source=IP Security Agreement - 027187-0051#page1.tif source=IP Security Agreement - 027187-0051#page2.tif source=IP Security Agreement - 027187-0051#page3.tif source=IP Security Agreement - 027187-0051#page4.tif source=IP Security Agreement - 027187-0051#page5.tif source=IP Security Agreement - 027187-0051#page6.tif source=IP Security Agreement - 027187-0051#page7.tif	

INTELLECTUAL PROPERTY SECURITY AMENDMENT, dated as of December 17, 2010 (the "Amendment"), to the Guarantee and Collateral Agreement, dated as of October 5, 2006 (as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement"), made by Renfro Acquisition Inc., a Delaware corporation, Renfro Corporation, a North Carolina corporation and successor to RC Merger Corp., and Renfro Services Co., Inc., a North Carolina corporation (together with each Subsidiary Guarantor, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., as successor in interest to Bear Stearns Corporate Lending Inc., a New York banking corporation, as administrative agent (in such capacity, the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of October 5, 2006 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time), among the Grantors, the Lenders, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of the Agreement, and as collateral security from the prompt and complete payment and performance when due of the Obligations, the Grantors granted to the Administrative Agent, a security interest in all of the Grantors' right, title or interest in and to, among other things, all of its Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses, whether then owned or at any time thereafter acquired;

WHEREAS, on October 5, 2006, the Agreement was recorded with the United States Copyright Office, at Microfilm V3543D602, and in the United States Patent and Trademark Office, at Reel 018362 and Frame 0893 in the Patent Division of the Assignment Branch and at Reel 3404 and Frame 0693 in the Trademark Division of the Assignment Branch, against each of the Copyrights, Patents and Trademarks listed on Schedule 6 to the Agreement;

WHEREAS, pursuant to Section 5.10(c) of the Agreement, the Grantors have agreed to supplement the Agreement by adding to Schedule 6 thereto all new Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and/or Trademark Licenses in which the Grantors subsequently obtain an ownership interest; and

WHEREAS, since the effective date of the Agreement, the Grantors have acquired an ownership interest in the new Patent Application listed on Attachment A hereto and Trademarks and Trademark Applications listed on Attachment B hereto and have agreed to supplement the Agreement by adding them, respectively, to Schedule 6 thereto;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Agreement and used herein are used as so defined in the Agreement. Terms defined in the preamble hereof shall have their respective meanings when used herein.

SECTION 2. Supplement to Schedule 6. Schedule 6 to the Agreement is hereby supplemented by adding to it, respectively, the Patent Applications listed on Attachment A hereto and Trademarks and Trademark Applications listed on Attachment B hereto.

SECTION 3. Limited Effect. Except as expressly supplemented hereby, the Agreement is, and shall remain, in full force and effect in accordance with its terms.

SECTION 4. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantors have caused this Amendment to be duly executed, effective as of the date first above written.

RENFRO ACQUISITION, INC.

By: David H. Dinkins
Name: David H. Dinkins
Title: Exec. V.P., CFO + Sec.

RENFRO CORPORATION

By: David H. Dinkins
Name: David H. Dinkins
Title: V.P., CFO + Sec.

RENFRO SERVICES CO., INC.

By: David H. Dinkins
Name: David H. Dinkins
Title: Treas. + Sec.

RENFRO CHARLESTON, LLC

By: David H. Dinkins
Name: David H. Dinkins
Title: Treas. + Asst. Sec.

RENFRO HOT SOX, LLC

By: David H. Dinkins
Name: David H. Dinkins
Title: Treas. + Asst. Sec.

[Signature Page to Intellectual Property Security Amendment]

KBELL HOLDINGS, INC.

By: David H. Dinkins
Name: David H. Dinkins
Title: Exec. V.P., CFO + Sec.

K B SOCKS, INC.

By: David H. Dinkins
Name: David H. Dinkins
Title: Exec. V.P., CFO + Sec.

**ACKNOWLEDGED AND AGREED
AS OF THE DATE HEREOF BY:**

**JPMORGAN CHASE BANK N.A.,
as Administrative Agent**

By: _____
Name:
Title:

[Signature Page to Intellectual Property Security Amendment]

NY1713560

**TRADEMARK
REEL: 004435 FRAME: 0995**

KBELL HOLDINGS, INC.

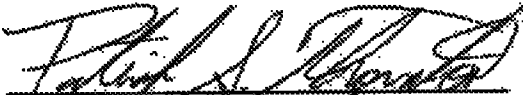
By: _____
Name:
Title:

K B SOCKS, INC.

By: _____
Name:
Title:

**ACKNOWLEDGED AND AGREED
AS OF THE DATE HEREOF BY:**

**JPMORGAN CHASE BANK N.A.,
as Administrative Agent**

By: 
Name: Patrick S. Thornton
Title: Senior Vice President

[Signature Page to Intellectual Property Security Amendment]

ATTACHMENT A

Newly-Acquired Intellectual Property – Patents

Dated as of December 17, 2010

U.S. PATENT APPLICATIONS BY KBELL HOLDINGS, INC.

<u>U.S.S.N.</u>	<u>Filing Date</u>	<u>Inventors</u>
61/185,944	6/21/10	Jann E. Middo

ATTACHMENT B

Newly-Acquired Intellectual Property – Trademarks

Dated as of December 17, 2010

U.S. TRADEMARK OR SERVICE MARK APPLICATIONS BY K B SOCKS, INC.

Trademark	Class	Serial No.	Filing Date
SOCKTACULAR! SOCKTACULAR!	25	85/129,007	9/14/10

U.S. TRADEMARK OR SERVICE MARK REGISTRATIONS BY K B SOCKS, INC.

Trademark	Class	Serial No.	Filing Date
KB KB	25	77/439,320	04/03/08
K BELL	25	75/908,412	02/02/00
K BELL TOO K BELL TOO	25	78/934,274	07/20/06
SOCK TRENDS	25	76/542,321	09/02/03
SOCKS WITH THOUGHTS	25	77/756,529	06/10/09