

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
Genesco Brands, Inc.		01/21/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Amerca, N.A., as Collateral Agent
Street Address:	100 Federal Street, 9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	1533199	ARISTOCRAFT
Registration Number:	0707232	BOXER TOP
Registration Number:	2721054	
Registration Number:	1490241	CROWN ARISTOCRAFT
Registration Number:	1172358	CUSHINS
Registration Number:	1843711	DOMANI
Registration Number:	2015884	FIC FIRST IN COMFORT
Serial Number:	85182552	FIND-A-SHINE
Serial Number:	85182561	
Registration Number:	2013975	FIRST IN COMFORT
Registration Number:	3232063	
Registration Number:	2054259	
Registration Number:	2073349	HERITAGE
Registration Number:	3811578	J M

CH \$1290.00 1533199

900182471

**TRADEMARK
 REEL: 004461 FRAME: 0587**

Registration Number:	1721290	J&M
Registration Number:	1734916	J & M
Registration Number:	1294579	J&M
Registration Number:	0124004	J & M
Registration Number:	1770171	J. MURPHY
Serial Number:	85181231	JARMAN
Registration Number:	1945341	JARMAN
Registration Number:	1734265	JOHNSTON & MURPHY
Registration Number:	1291249	JOHNSTON & MURPHY
Registration Number:	0604265	JOHNSTON & MURPHY J&M
Serial Number:	77589694	JOHNSTON & MURPHY DIVIDENDS COLLECTION
Registration Number:	1490309	JOHNSTON & MURPHY SIGNATURE
Registration Number:	1304509	JOHNSTON & MURPHY WEATHER GUARD
Registration Number:	1458854	JOURNEYS
Registration Number:	1475093	JOURNEYS
Registration Number:	3099876	JOURNEYS
Registration Number:	1558147	JOURNEYS AN ATTITUDE YOU CAN WEAR
Registration Number:	2952068	JOURNEYS KIDZ
Registration Number:	2957414	JOURNEYS KIDZ
Registration Number:	2620681	JOURNEYS ZAP CARD
Registration Number:	2501052	JOURNEYS ZAPCARD
Registration Number:	1310170	MIDTOWN BEACH COMPANY
Registration Number:	3550949	NADARA
Registration Number:	1493242	OPTIMA
Registration Number:	3819149	QUICK RETRIEVE
Registration Number:	1395863	QUOTES
Registration Number:	3429356	SHI
Registration Number:	3771988	SHI
Registration Number:	3406723	SHI BY JOURNEYS
Registration Number:	1494319	SKI-MOC
Registration Number:	3455300	SWEET 554
Registration Number:	1674307	TRAMPOLINE
Registration Number:	2305150	UNDERGROUND STATION
Registration Number:	2309825	UNDERGROUND STATION
Serial Number:	85179840	XC4

Serial Number:	85179849	XC4
Registration Number:	1723900	TRAMPOLINE CUSHION SYSTEM

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-408-3121 x2348
Email: jberg@cscinfo.com
Correspondent Name: Jean Patterson
Address Line 1: 1090 Vermont Avenue, NW
Address Line 2: Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	656744
NAME OF SUBMITTER:	Jody Berg
Signature:	/Jody Berg/
Date:	01/27/2011

Total Attachments: 16
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Agreement"), dated January 21, 2011, by Genesco Brands, Inc., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as collateral agent (the "Collateral Agent"), for the benefit of the Secured Parties, pursuant to the agreement titled Second Amended and Restated Security Agreement and dated as of the date hereof (the "Security Agreement").

W I T N E S S E T H:

WHEREAS, prior to the date of this Agreement, the Grantor, among others, on the one hand, and Bank of America, N.A., as Collateral Agent thereunder, and certain of the Lenders on the other hand, previously entered into the Existing Security Agreement (as defined in the Security Agreement);

WHEREAS, prior to the date of this Agreement, in connection with the Existing Security Agreement, the Grantor and Bank of America, N.A., as Collateral Agent thereunder, were parties to the Trademark Security Agreement dated December 1, 2006 (the "Existing Trademark Security Agreement");

WHEREAS, by this Agreement, Grantor desires to acknowledge and reaffirm the Existing Liens and acknowledge that the Existing Liens are continuing valid and enforceable first priority perfected Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, under the Existing Security Agreement (as modified and restated thereby), in order to secure the Secured Obligations; and

WHEREAS, the Grantor is party to the Security Agreement in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following collateral of the Grantor (collectively, the "Trademark Collateral");

- (a) Trademarks of the Grantor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in any "intent-to-use" trademark applications for which a statement of use has not been filed (but only until such statement is filed).

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark

Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. This Agreement and the Liens and security interests granted hereunder shall terminate in accordance with Section 2.1(B) of the Security Agreement.

SECTION 5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

SECTION 6. Reaffirmation. Effective as of the date hereof, Grantor hereby acknowledges and reaffirms the Existing Liens and acknowledges that the Existing Liens are continuing valid and enforceable first priority perfected Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, under the Existing Security Agreement and the Existing Trademark Security Agreement, as modified and restated hereby and by the Security Agreement, in order to secure the Secured Obligations. Grantor hereby confirms and agrees that such Liens are hereby ratified and confirmed in all respects in favor of the Collateral Agent, for the benefit of the Secured Parties. This Agreement does not discharge or release the Liens or first priority therefor, which shall continue, as modified and restated hereby, without interruption and in full force and effect.

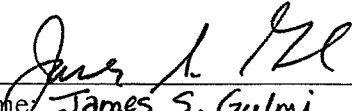
THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder Of Page Intentionally Left Blank; Signature Page Follows.]

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

GENESCO BRANDS, INC.

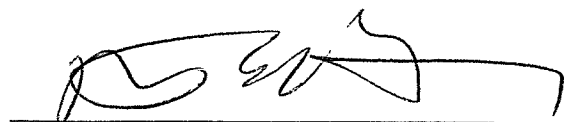
By:


Name: James S. Gulmi
Title: President

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By:

A handwritten signature in black ink, appearing to read 'M. Potter', is written over a horizontal line.

Name: Matthew Potter

Title: Vice President

Genesco Brands Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
	Stylized	
Japan	JOHNSTON & MURPHY & J&M Stylized	Reg. No. 1593210
Japan	JOHNSTON & MURPHY & Lion and Shield Design	Reg. No. 2452865
Japan	JOHNSTON & MURPHY THE SHOE WITH A MEMORY ARISTOCRAFT & Design	Reg. No. 2111391
Japan	JOHNSTONMURPHY in English and Katakana	Reg. No. 1074545
Japan	SKI MOC in English and Katakana	Reg. No. 2249428
Korea	JOHNSTON & MURPHY & J&M Stylized	Reg. No. 162748
Malaysia	JARMAN (Stylized)	Reg. No. M98916
Malaysia	JARMAN (Stylized)	Reg. No. SAR26635
Mexico	J&M & Oval Design	Reg. No. 501359
Mexico	JOHNSTON & MURPHY	App. No. 1129504
Mexico	JOHNSTON & MURPHY	App. No. 1129506
Mexico	JOHNSTON & MURPHY	App. No. 1129505
Mexico	JOHNSTON & MURPHY	Reg. No. 555988
New Zealand	JOHNSTON & MURPHY & J&M Stylized	Reg. No. B170554
Nicaragua	JOURNEYS	Reg. No. 40033CC

Genesco Brands Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
Nicaragua	JOURNEYS	Reg. No. 40074CC
Norway	J&M & Oval Design	Reg. No. 134404
Norway	JOHNSTON & MURPHY & J&M Stylized	Reg. No. 136391
Panama	J. MURPHY	Reg. No. 065691
Panama	JARMAN (Stylized)	Reg. No. 3383
Panama	JOHNSTON & MURPHY & J&M Stylized	Reg. No. 12619
Panama	JOURNEYS	Reg. No. 095901
Panama	JOURNEYS	Reg. No. 95902
Paraguay	JARMAN	Reg. No. 259485
Paraguay	JARMAN	Reg. No. 242425
Peru	JOHNSTON & MURPHY	Reg. No. 43859
Puerto Rico	J&M	Reg. No. 29240
Saudi Arabia	J&M & Oval Design	Reg. No. 20854
Saudi Arabia	JOHNSTON & MURPHY & J&M Stylized	Reg. No. 20853
Singapore	AFTER HOURS	Reg. No. T8700689B
Singapore	JOHNSTON & MURPHY & J&M Stylized	Reg. No. T8701576Z

Genesco Brands Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
Singapore	JOURNEYS	Reg. No. 1358697
South Africa	JAH-MAN	Reg. No. 28352
South Africa	JARMAN	Reg. No. B644175
South Africa	JOHNSTON & MURPHY & J&M Stylized	Reg. No. B703870
South Africa	TRAMPOLINE	Reg. No. 919753
State of California	JOURNEYS	Reg. No. 38145
State of Illinois	JOURNEYS	Reg. No. 061516
State of Maryland	JOURNEYS	Reg. No. 199700345
State of North Carolina	JOURNEYS	Reg. No. T7340
State of Tennessee	J & M	
State of Tennessee	J & M	
State of Tennessee	JOURNEYS & Design	
State of Tennessee	TRAMPOLINE	
State of Texas	JOURNEYS	Reg. No. 4853717
Sweden	J&M & Oval Design	Reg. No. 214547
Sweden	J. MURPHY	Reg. No. 262703

Genesco Brands Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
Sweden	JOHNSTON & MURPHY & J&M Stylized	Reg. No. 210422
Taiwan	J&M & Oval Design	Reg. No. 379658
Taiwan	J. MURPHY	Reg. No. 602954
Taiwan	JOHNSTON & MURPHY	Reg. No. 384362
Taiwan	JOHNSTON & MURPHY	Reg. No. 379657
Thailand	JOHNSTON & MURPHY	Reg. No. Kor96012
United Kingdom	JOHNSTON & MURPHY & J&M Stylized	Reg. No. 1306648
United States	ARISTOCRAFT	Reg. No. 1533199
United States	BOXER TOP	Reg. No. 0707232
United States	Crown and Lions Design	Reg. No. 2721054
United States	CROWN ARISTOCRAFT	Reg. No. 1490241
United States	CUSHINS	Reg. No. 1172358
United States	DOMANI	Reg. No. 1843711
United States	FIC FIRST IN COMFORT & Design	Reg. No. 2015884
United States	FIND-A-SHINE	App. No. 85182552
United States	Find-A-Shine Design	App. No. 85182561

Genesco Brands Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
United States	FIRST IN COMFORT	Reg. No. 2013975
United States	Hand Print Design	Reg. No. 3232063
United States	Hand Print Design	Reg. No. 2054259
United States	HERITAGE	Reg. No. 2073349
United States	J M (Stylized)	Reg. No. 3811578
United States	J&M	Reg. No. 1721290
United States	J&M & Oval Design	Reg. No. 1734916
United States	J&M & Oval Design	Reg. No. 1294579
United States	J&M (Stylized)	Reg. No. 124004
United States	J. MURPHY	Reg. No. 1770171
United States	JARMAN	App. No. 85181231
United States	JARMAN	Reg. No. 1945341
United States	JOHNSTON & MURPHY	Reg. No. 1734265
United States	JOHNSTON & MURPHY	Reg. No. 1291249
United States	JOHNSTON & MURPHY & J&M (Stylized)	Reg. No. 0604265
United States	JOHNSTON & MURPHY DIVIDENDS COLLECTION	App. No. 77589694

Genesco Brands Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
United States	JOHNSTON & MURPHY SIGNATURE	Reg. No. 1490309
United States	JOHNSTON & MURPHY WEATHER GUARD	Reg. No. 1304509
United States	JOURNEYS	Reg. No. 1458854
United States	JOURNEYS	Reg. No. 1475093
United States	JOURNEYS & Design	Reg. No. 3099876
United States	JOURNEYS AN ATTITUDE YOU CAN WEAR	Reg. No. 1558147
United States	JOURNEYS KIDZ	Reg. No. 2952068
United States	JOURNEYS KIDZ & Design	Reg. No. 2957414
United States	JOURNEYS ZAP CARD	Reg. No. 2620681
United States	JOURNEYS ZAPCARD & Design	Reg. No. 2501052
United States	MIDTOWN BEACH COMPANY	Reg. No. 1310170
United States	NADARA	Reg. No. 3550949
United States	OPTIMA	Reg. No. 1493242
United States	QUICK RETRIEVE	Reg. No. 3819149
United States	QUOTES	Reg. No. 1395863
United States	SHI	Reg. No. 3429356

Genesco Brands Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
United States	SHI	Reg. No. 3771988
United States	SHI BY JOURNEYS	Reg. No. 3406723
United States	SKI-MOC	Reg. No. 1494319
United States	SWEET 554	Reg. No. 3455300
United States	TRAMPOLINE	Reg. No. 1674307
United States	TRAMPOLINE CUSHION SYSTEM	Reg. No. 1723900
United States	UNDERGROUND STATION	Reg. No. 2305150
United States	UNDERGROUND STATION	Reg. No. 2309825
United States	XC4	App. No. 85179840
United States	XC4 & Design	App. No. 85179849
Venezuela	JOHNSTON & MURPHY	Reg. No. 36045
Venezuela	JOHNSTON & MURPHY	Reg. No. 41953

Genesco Brands Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
Argentina	JOURNEYS	Reg. No. 1793033
Australia	JOHNSTON & MURPHY & J&M Stylized	Reg. No. B463510
Benelux	J&M	Reg. No. 469763
Benelux	JOHNSTON & MURPHY	Reg. No. 464453
Bolivia	JARMAN	Reg. No. 88055C
Brazil	J&M & Oval Design	Reg. No. 817083090
Canada	AFTER HOURS	Reg. No. 193356
Canada	CUSHINS	Reg. No. 290962
Canada	J. MURPHY	Reg. No. 455680
Canada	JARMAN	Reg. No. 12008
Canada	JARMAN CARDIGANS	Reg. No. 254072
Canada	JARMAN HANDCRAFT (Stylized)	Reg. No. 254394
Canada	JOHNSTON & MURPHY & J&M Stylized	Reg. No. 196446
Canada	JOURNEYS	Reg. No. 560703
Chile	JOHNSTON & MURPHY	Reg. No. 868471
Chile	JOHNSTON & MURPHY	Reg. No. 868470

Genesco Brands Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
China	J. MURPHY	Reg. No. 687926
China	JOHNSTON & MURPHY	Reg. No. 765211
Costa Rica	JOURNEYS	Reg. No. 112290
Costa Rica	JOURNEYS	Reg. No. 112291
Denmark	J&M & Oval Design	Reg. No. VR19884067
Denmark	JOHNSTON & MURPHY	Reg. No. 79631989
Dominican Republic	JARMAN	Reg. No. 109217
El Salvador	JOURNEYS	Reg. No. 215Book104
El Salvador	JOURNEYS	Reg. No. 150Book111
European Union	J&M	Reg. No. 2244721
European Union	J&M & Oval Design	Reg. No. 2246247
European Union	JOHNSTON & MURPHY	Reg. No. 59568
Finland	J&M & Oval Design	Reg. No. 106658
Finland	JOHNSTON & MURPHY	Reg. No. 107311
France	JOHNSTON & MURPHY & J&M Stylized	Reg. No. 1639668
Germany	J. MURPHY	Reg. No. 2052963

Genesco Brands Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
Germany	JOHNSTON & MURPHY	Reg. No. 1029592
Honduras	JOURNEYS	Reg. No. 74411
Honduras	JOURNEYS	Reg. No. 5763
Hong Kong	JOHNSTON & MURPHY	Reg. No. B000491999
Hong Kong	JOHNSTON & MURPHY	Reg. No. 011072000
India	J&M	App. No. 2063201
India	JOHNSTON & MURPHY	App. No. 2063202
Italy	J&M & Oval Design	Reg. No. 505879
Italy	JOHNSTON & MURPHY & J&M Stylized	Reg. No. 1050328
Japan	AFTER HOURS in English and Katakana	Reg. No. 1782610
Japan	ARISTOCRAFT	Reg. No. 2111390
Japan	ARISTOCRAFT	Reg. No. 2388155
Japan	ARISTOCRAFT in English and Katakana	Reg. No. 1674435
Japan	ARISTOCRAT	Reg. No. 1886330
Japan	ARISTOCRAT	Reg. No. 1901225
Japan	J&M	Reg. No. 1600739

Genesco Brands Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
Japan	J&M	Reg. No. 1678052
Japan	J&M	Reg. No. 2383824
Japan	J&M	Reg. No. 4123513
Japan	J&M	Reg. No. 2390190
Japan	J&M	Reg. No. 2652263
Japan	J&M (Stylized)	Reg. No. 1593209
Japan	J&M (Stylized)	Reg. No. 1564140
Japan	J. MURPHY	Reg. No. 3197643
Japan	JARMAN (Stylized)	Reg. No. 0473861
Japan	JARMAN REGENCY COLLECTION	Reg. No. 2153464
Japan	JOHNSTON & MURPHY	Reg. No. 1847016
Japan	JOHNSTON & MURPHY	Reg. No. 1872327
Japan	JOHNSTON & MURPHY	Reg. No. 2183258
Japan	JOHNSTON & MURPHY	Reg. No. 2336843
Japan	JOHNSTON & MURPHY	Reg. No. 2390189
Japan	JOHNSTON & MURPHY	Reg. No. 2452894
Japan	JOHNSTON & MURPHY & J&M	Reg. No. 740214