

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
Keuka Footwear, Inc.		01/21/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, 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: 6			
Property Type	Number	Word Mark	
Serial Number:	77966285	ICEBOOTS	
Registration Number:	3101378	KEUKA CAFÉ	
Registration Number:	3186620	KEUKA PRO II	
Registration Number:	3109840	KEUKA TAKOTA	
Registration Number:	3489214	SHOEGUARD	
Registration Number:	3175006	SUREGRIP	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-408-3121 x2348		
Email:	jberg@cscinfo.com		
Correspondent Name:	Jean Patterson		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	656744		

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TRADEMARK
REEL: 004461 FRAME: 0832

NAME OF SUBMITTER:	Jody Berg
Signature:	/Jody Berg/
Date:	01/27/2011
Total Attachments: 6 source=01-27-11Keuka Footwear, Inc.-TM#page1.tif source=01-27-11Keuka Footwear, Inc.-TM#page2.tif source=01-27-11Keuka Footwear, Inc.-TM#page3.tif source=01-27-11Keuka Footwear, Inc.-TM#page4.tif source=01-27-11Keuka Footwear, Inc.-TM#page5.tif source=01-27-11Keuka Footwear, Inc.-TM#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated January 21, 2011, by Keuka Footwear, 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").

WITNESSETH:

WHEREAS, contemporaneously herewith, the Grantor, among others, on the one hand, and Bank of America, N.A., as Collateral Agent thereunder, are entering into the Security Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, 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.

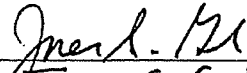
SECTION 5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

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.

KEUKA FOOTWEAR, INC.

By: 
Name: James S. Gulmi
Title: Senior Vice President

Accepted and Agreed:

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

By:



Name: *Matthew Pitter*
Title: *Vice President*

Signature Page to Trademark Security Agreement – Keuka Footwear, Inc.

TRADEMARK
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Keuka Footwear, Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
Canada	KEUKA CAFÉ	Reg. No. 683663
European Union	KEUKA CAFÉ	Reg. No. 4333472
United States	ICEBOOTS	App. No. 77966285
United States	KEUKA CAFÉ	Reg. No. 3101378
United States	KEUKA PRO II	Reg. No. 3186620
United States	KEUKA TAKOTA	Reg. No. 3109840
United States	SHOEGUARD	Reg. No. 3489214
United States	SUREGRIP	Reg. No. 3175006