

# 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
7933657 Canada Inc.		08/11/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Gordon Brothers Commercial & Industrial, LLC		
Street Address:	101 Huntington Avenue		
Internal Address:	10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Registration Number:	3328038	INTERNATIONAL LEGWEAR GROUP	
Registration Number:	0767238	TRACK&FIELD	
Registration Number:	0950845	PEDIKINS	
Registration Number:	1152490	PRO-GUARD	
Registration Number:	1174334	HER	
Registration Number:	1740603	PROTECTO	
Registration Number:	1746457	HICKORY RIDGE	
Registration Number:	1951996	NEUVILLE	
Registration Number:	2304274	ODOR SOCKERS	
Registration Number:	2468473	DIRT-BE-GONE	
Registration Number:	2478547	PEDI-CURES	
Registration Number:	2493377	JUST FOR TOES	
Registration Number:	2614089	PRO GUARD	

900199547

TRADEMARK  
REEL: 004602 FRAME: 0691

OP \$1290.00 3328038

Registration Number:	2660540	DIRT BLOCKER
Registration Number:	2691267	ODOR SOCKERS
Registration Number:	2974958	TOUGH HEELS AND TOES
Registration Number:	3810726	TOUGH HEELS AND TOES
Registration Number:	3152288	MEDIPEDS
Registration Number:	3152289	MEDIPEDS
Registration Number:	3265060	SOOTHING STEPS
Registration Number:	3437574	MEDIPEDS
Registration Number:	3489229	STEPS TO SAVE THE PLANET
Registration Number:	3489257	GREEN FEET
Registration Number:	3503040	GREEN FEET
Registration Number:	3577962	
Registration Number:	3697105	MEDIPEDS
Registration Number:	3719683	COMFORT FOR WORKING FEET
Registration Number:	3743843	ODOR SOCKERS
Registration Number:	3743844	ODOR SOCKERS
Registration Number:	3815781	PEDIQUETTE
Registration Number:	3829622	FEET LOVE US
Registration Number:	3850924	
Registration Number:	3938132	
Registration Number:	3938133	IN STEP WITH YOUR STYLE
Registration Number:	3979556	COMFORT@WORK
Registration Number:	3979659	STYLE@ANYTIME
Registration Number:	3979660	ACTIVE@PLAY
Registration Number:	3982417	PEDS
Registration Number:	0793406	PEDS
Registration Number:	0934511	PEDS
Registration Number:	2179123	PEDS
Registration Number:	2312529	PEDS
Registration Number:	3113051	PEDS ON THE MOVE
Registration Number:	3255247	PEDS ON THE MOVE SOCKS
Registration Number:	3265059	PEDS SOOTHING STEPS
Serial Number:	85276196	SOCK UNIVERSITY
Serial Number:	85358573	TF TRACK & FIELD
Serial Number:	77871465	TOUGH HEELS AND TOES

	78418752	MEDIPEDS
Serial Number:	77720928	PEDS
Serial Number:	77981913	PEDS

#### CORRESPONDENCE DATA

Fax Number: (617)248-4000

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 617-248-5000

Email: tadmin@choate.com

Correspondent Name: Elizabeth A. Walker

Address Line 1: Two International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2009973.0008
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NAME OF SUBMITTER:	Elizabeth A. Walker
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Signature:	/Elizabeth A. Walker/
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Date:	08/11/2011
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#### Total Attachments: 16

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of August 11, 2011 made between 7933657 Canada Inc. (the "Grantor") for the benefit of Gordon Brothers Commercial & Industrial, LLC (the "Grantee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, the Grantor has entered into that certain Asset Purchase Agreement dated as of August 11, 2011 (as amended, modified or supplemented from time to time, the "Asset Purchase Agreement") with the Grantee; and

WHEREAS, in connection with the Asset Purchase Agreement the Grantee is requiring the Grantor to execute and deliver this Intellectual Property Security Agreement and grant the security contemplated hereby.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security. The Grantor hereby grants and pledges to the Grantee for its benefit a security interest in the following, in each case, as to each type of property described below, strictly limited to the intellectual property assets acquired by Grantor from Grantee pursuant to the Asset Purchase Agreement and any Licenses (as defined below) entered into by Grantor in connection with such intellectual property assets (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell or advertise for sale the same, (ii) the right to sue or otherwise recover for any infringements or misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations and applications for trademark or service mark registrations and any renewals thereof identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other

payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to exercise any or all of the exclusive rights of a copyright owner with regard to the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (the "Copyrights");

(d) all trade secrets, including, (i) the right to use or license the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Trade Secrets");

(e) all license agreements with any other Person in connection with any of the Patents, Copyrights, Trademarks or Trade Secrets, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule III attached hereto and made a part hereof now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the "Licenses" and each a "License");

(f) all customer lists ("Customer Lists"); and

(g) all proceeds of any of the foregoing Patents, Trademarks, Trade Secrets, Copyrights, Licenses, Customer Lists and including without limitation, any claims against third parties for infringement of the Patents, Trademarks, Copyrights, Trade Secrets Licenses or Customer Lists.

For the avoidance of doubt, the Intellectual Property Collateral shall include only those intellectual property assets acquired by Grantor from Grantee pursuant to the Asset Purchase

Agreement and the proceeds thereof, and shall expressly not include any other assets of Grantor, whether now owned or hereafter acquired; except Licenses with respect to such intellectual property assets.

Section 2. Security for Obligations. This Agreement secures the Grantor's obligations to pay (A) the Group A Inventory Purchase Price with respect to all Group A Inventory, (B) to the extent Grantor makes the Group B Election, the Group B Inventory Purchase Price with respect to such Group B Inventory for which the Grantor has made the election to purchase under the Asset Purchase Agreement, and (C) all other amounts payable by Grantor to Grantee under the Asset Purchase Agreement and the Related Agreements (the "Secured Obligations").

Section 3. Grantor Remain Liable. Anything herein to the contrary notwithstanding, (a) the exercise by the Grantee of any of the rights or remedies hereunder shall not release the Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (b) the Grantee shall have no obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Grantee be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 4. Representations and Warranties. The Grantor represents and warrants as follows:

(a) To Grantor's knowledge, based solely on the representations of the Grantee contained in the Asset Purchase Agreement, the Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by the Grantor hereunder, free and clear of any lien, claim, option or right of others, except for the liens and security interests created under this Agreement. Grantor has not caused or permitted any financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral or listing the Grantor or any trade name of the Grantor as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office) with respect to such Intellectual Property Collateral, except such as may have been filed in favor of the Grantee.

(b) To Grantor's knowledge, based solely on the representations of the Grantee contained in the Asset Purchase Agreement, (i) set forth in Schedule I is a complete and accurate list of all patents assigned to the Grantor pursuant to the Asset Purchase Agreement; (ii) set forth in Schedule II is a complete and accurate list of all registered trademarks, service marks, trade names and trade dress, all trademark and service mark registrations and all trademark and service mark applications assigned to the Grantor pursuant to the Asset Purchase Agreement; (iii) set forth in Schedule III is a complete and accurate list of all registered copyrights and copyrightable works of authorship owned by the Grantors; and (iv) set forth in Schedule IV is a complete and accurate list of all Licenses included in the IP Assets assigned to Grantor pursuant to the Asset Purchase Agreement.

(c) The Grantor has not made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral. The Grantor has not granted any License (other than those listed on Schedule II hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(d) Assuming that Grantee conveyed to Grantor good title to all of the IP Assets at the Initial Closing under the Asset Purchase Agreement, and assuming the truth and accuracy of all of Grantees representations contained therein, this Agreement creates in favor of the Grantee a valid and, when filed, perfected first and only priority security interest in the Intellectual Property Collateral of the Grantor, securing the payment of the Secured Obligations.

(e) To the Grantor's knowledge, no consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interest granted hereby, for the pledge by the Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, of the Grantor and the U.S. Copyright Office against each copyright set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Grantee of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement.

Grantor makes no representations or warranties whatsoever regarding the status of the Intellectual Property Collateral prior to the assignment of the same to Grantor pursuant to the Asset Purchase Agreement.

THE GRANTOR EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED T, ANY REPRESENTATIONS OR WARRANTIES RELATING TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR MISAPPROPRIATION.

#### Section 5. Further Assurances.

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Grantee reasonably believes may be necessary or desirable, or that the Grantee may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Grantee to exercise and enforce its rights and remedies hereunder with respect to any part

of the Intellectual Property Collateral. Without limiting the generality of the foregoing, the Grantor will, upon the reasonable request of the Grantee, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Grantee may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby.

(b) The Grantor hereby authorizes the Grantee to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Grantee from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Grantee may reasonably request, all in reasonable detail.

(d) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright or work of authorship set forth in Schedule I, II or III hereto, the Grantor agrees to take all necessary or desirable steps based upon the Grantor's reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office and the United States or in any court, to (i) maintain each such patent, trademark or service mark registration, and (ii) pursue each such patent application, trademark or service mark application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Any and all expenses incurred in connection with such activities will be borne by the Grantor. The Grantor shall not discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, copyright trademark or service mark application or trade secret now or hereafter included in the Intellectual Property Collateral except in the exercise of the Grantor's reasonable business judgment.

(e) The Grantor agrees to notify the Grantee promptly and in writing if it learns (i) that any material item of the Intellectual Property Collateral has been determined to have become abandoned, dedicated to the public, entered the public domain, or, in the case of a trade secret, has been publicly disclosed so that it would no longer deemed to be a trade secret; (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral, or (iii) of any adverse determination with respect to the validity or enforceability of any



material item of the Intellectual Property Collateral with respect to the validity or enforceability of any item of the Intellectual Property Collateral.

(f) In the event that the Grantor makes a determination in its reasonable business judgment that any Intellectual Property Collateral has been infringed or misappropriated by a third party, Grantor shall promptly notify the Grantee and will take such actions as Grantor deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by Grantor.

(g) The Grantor shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks, service marks and copyrights contained in Schedule I, II. or III.

(h) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

Section 6. Transfers and Other Liens. The Grantor agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to, any Intellectual Property Collateral except to an affiliate with prompt written notice thereof to the Grantee, or (ii) create or suffer to exist any lien upon or with respect to any Intellectual Property Collateral except for the pledge and security interest created by this Agreement.

Section 7. The Grantee Appointed Attorney-in-Fact. The Grantor hereby irrevocably appoints the Grantee as its attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of Grantor or otherwise, upon the occurrence the of a breach of the Asset Purchase Agreement or this Agreement and upon ten (10) days' prior notice to Grantor to take any action and to execute any instrument that the Grantee may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give a quittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Grantee may deem necessary or desirable to enforce the rights of the Grantee with respect to any of the Intellectual Property Collateral.

Section 8. The Grantee May Perform. If the Grantor fails to perform any agreement contained herein, the Grantee may itself, upon ten (10) days' prior notice to Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Grantee incurred in connection therewith shall be borne by Grantor.

Section 9. The Grantee's Duties. The powers conferred on the Grantee hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Grantee shall have no duty as to any Intellectual Property Collateral, whether or not the Grantee has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Grantee shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Grantee accords its own property.

Section 10. Remedies. If any breach of the Asset Purchase Agreement shall have occurred and be continuing:

(a) The Grantee may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in the Asset Purchase Agreement or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the Commonwealth of Massachusetts at such time (the "Massachusetts Uniform Commercial Code") (whether or not the Massachusetts Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may, in accordance with applicable law, (i) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of the Grantee forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Grantee and make them available to the Grantee at a place and time to be designated by the Grantee; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Grantee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Grantee may deem commercially reasonable; and (iii) subject to the rights of third parties, occupy any premises owned or leased by the Grantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to the Grantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and the Grantor will supply to the Grantee or its designee the Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, the Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising

and sale of such products and services. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' prior notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Grantee shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Grantee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Grantee in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Grantee, be held by the Grantee as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Grantee pursuant to Section 11(b)), in whole or in part, by the Grantee, for its benefit against all or any part of the Secured Obligations. Any surplus of such cash or cash proceeds held by the Grantee and remaining after payment in full of all of the Secured Obligations shall be paid over to the Grantor or to whomever may be lawfully entitled to receive such surplus.

(c) The Grantee may exercise any and all rights and remedies of the Grantor in respect of the Intellectual Property Collateral.

(d) All payments received by the Grantor in respect of any sale, lease, transfer or other disposition of Intellectual Property Collateral shall be received in trust for the benefit of the Grantee, shall be segregated from other funds of the Grantor and shall be forthwith paid over to the Grantee in the same form as so received (with any necessary or desirable endorsement or assignment).

#### Section 11. Indemnity and Expenses.

(a) The Grantor hereby agrees to indemnify the Grantee from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Grantee's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The Grantor will, upon demand, pay to the Grantee the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and Grantee, that the Grantee may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Grantee hereunder or (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

Section 12. Security Interest Absolute. The obligations of the Grantor under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against the Grantor to enforce this Agreement, irrespective of whether

any action is brought against the Grantor or whether the Grantor is joined in any such action or actions. All rights of the Grantee and the pledge and security interest created hereunder, and all obligations of the Grantor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from the Asset Purchase Agreement; or

(c) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Grantor or a third party grantor of a security interest.

Section 13. Amendments, Waivers, Supplements, Etc.

(a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee and the Grantor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Grantee to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

Section 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing in the manner provided in the Asset Purchase Agreement.

Section 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall remain in full force and effect until the indefeasible payment in full in cash of all of the Secured Obligations and be binding upon the Grantor, its successors and assigns.

Section 16. Release and Termination. Upon payment in full in cash of all of the Secured Obligations, this Agreement shall be immediately terminated without further action by any Person and Grantee will, at Grantor's expense, execute and deliver to Grantor such documents as the Grantor shall reasonably request to evidence the release of the Intellectual Property Collateral from such security interest, including UCC termination statements and filing a Notice of Termination at the United States Patent and Trademark Office.

Section 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto 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. Delivery of an executed counterpart of a signature page

to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the Commonwealth of Massachusetts. Unless otherwise defined herein, terms used in Article 9 of the Massachusetts Uniform Commercial Code are used herein as therein defined.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

7933657 CANADA INC

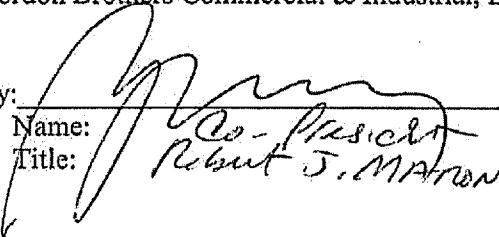
By: 

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

Gordon Brothers Commercial & Industrial, LLC, as Grantee

By:   
Name: *Co-President*  
Title: *Robert J. Maroney*

## Schedule II: Trademarks and Service Marks

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
Neuville Industries, Inc.	PEDS	Brazil	822784505			25	Pending
Neuville Industries, Inc.	ACTIVE@PLAY	Canada	1498981				
Neuville Industries, Inc.	IN STEP WITH YOUR STYLE	Canada	1498985				
Neuville Industries, Inc.	Medallion Icon Design	Canada	1498980				
Neuville Industries, Inc.	MEDIPEDS	Canada	1242366	TMA704942	1/17/2008		
Neuville Industries, Inc.	PEDIQUETTE	Canada	1430193				
Neuville Industries, Inc.	PEDS	Canada	0158157	TMDA55715	11/16/1932		Registered
Neuville Industries, Inc.	PEDS	Canada		TMDA55715	11/16/1932		
Neuville Industries, Inc.	SOCK UNIVERSITY	Canada	1522064				
Neuville Industries, Inc.	STYLE@ANYTIME	Canada	1498984				
Neuville Industries, Inc.	TOUGH HEELS AND TOES	Canada	1480512	TMA799955			
Neuville Industries, Inc.	PEDS	Colombia	10-161560			25	Pending
Neuville Industries, Inc.	PEDS	CTM	008561078			25	Pending
Neuville Industries, Inc.	PEDS	Dominican Republic	2010-30488			25	Pending
Neuville Industries, Inc.	PEDS	Ecuador	238969			25	Pending
Neuville Industries, Inc.	PEDS	France		93/482 156	9/2/1993		
Neuville Industries, Inc.	PEDS	Hong Kong	301677501			25	Pending
Neuville Industries, Inc.	PEDS	Pakistan				25	Not yet filed
Neuville Industries, Inc.	SOCK UNIVERSITY	United States	85276196				
International Legwear Group, Inc.	International Legwear Group	United States	3328038	77010538			
Neuville Industries, Inc.	TF TRACK & FIELD	United States	85358573				
Neuville Industries, Inc.	PEDS	United States of America	77720928			25	Pending
Neuville Industries, Inc.	PEDS	United States of America	77981913			25	Pending
Neuville Industries, Inc.	PEDS	Venezuela	2989-95	P-189841	5/29/1996	25	Registered
Neuville Industries, Inc.	PEDS & Korean Transliteration	Republic of Korea (South)	1985-017435	40-0134109	11/27/1986	25	Registered
Neuville Industries, Inc.	TOUGH HEELS AND TOES	United States		77/871,465	11/12/2009		Pending
Neuville Industries, Inc.	LOW PROFILE BY PEDS	United States		76/446,501	9/3/2002		Abandoned 10/18/07
The Peds Company	THERAPEDS	United States		78418753	5/14/2004		Abandoned 1/31/2006
Neuville Industries, Inc.	MEDIPEDS and Design	United States		78/418,752	5/14/2004		Pending
Neuville Industries, Inc.	PEDS	France	93/482156	93/482156	9/2/1993	25	Registered
Neuville Industries, Inc.	PEDS	Spain		1.777.792	9/5/1994		
Neuville Industries, Inc.	PEDS	Honduras		61.752	5/25/1995		
Neuville Industries, Inc.	PEDS	Germany		2 070 069	7/5/1994		
Neuville Industries, Inc.	PEDS	El Salvador		148 Book 46	1/17/1997		
Neuville Industries, Inc.	PEDS	Peru	260895	18115	8/8/1995	25	Registered



Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
Neuville Industries, Inc.	PEDS	Nicaragua	94-03171	29155 c.c.	8/29/1995	25	Registered
Neuville Industries, Inc.	PEDS	Puerto Rico		51054	7/31/2000	25	Registered
Neuville Industries, Inc.	PED	Honduras	9605-94	61752	5/25/ 1995	25	Registered
Neuville Industries, Inc.	PEDS (Stylized)	Australia	79987	79987	4/17/1943	25	Cancelled
Neuville Industries, Inc.	PEDS	Costa Rica		99592	2/6/1997		
Neuville Industries, Inc.	PEDS	Indonesia	964193	376371	7/7/1997	25	Abandoned
Neuville Industries, Inc.	PEDS	Republic of Korea (South)	96-25975	382843	11/19/1997	25	Registered
Neuville Industries, Inc.	PEDS	Republic of Korea (South)	96-35976	433435	12/14/1998	25	Registered
Neuville Industries, Inc.	PEDS	Mexico	158284	516452	2/8/1996	25	Registered
Neuville Industries, Inc.	PEDS	United Kingdom	610171	610171	12/28/1939	25	Registered
Americal Corporation	PEDS	Italy		662068	11/8/1995		
Neuville Industries, Inc.	TRACK & FIELD (Stylized)	United States	72169699	767,238	3/24/1964		
Neuville Industries, Inc.	PEDS	United States	72199218	0793406			
Neuville Industries, Inc.	PEDS & Circular Design	United States of America	72199218	0793406	7/27/1965	25	Registered
Neuville Industries, Inc.	PEDIKINS	United States		857,956	10/1/1968		Expired 5/16/09
Neuville Industries, Inc.	PEDS	United States of America	72381769	0934511	5/23/1972	25	Registered
Neuville Industries, Inc.	PEDIKINS	United States	72397589	0950845	1/16/1973		
Neuville Industries, Inc.	MEDIPEDS	Mexico		987,698	6/8/2007		
Neuville Industries, Inc.	PEDS	Italy	RM93C/002949	1052276	11/8/995	25	Registered
Neuville Industries, Inc.	COACH'S CHOICE Industries, Inc.	United States		1,066,786	5/31/1977		Expired 3/8/08
Neuville Industries, Inc.	PEDS	Australia	1072033	1072033	3/18/2011	25	Pending
Neuville Industries, Inc.	PEDS	Israel	1072033	1072033	3/18/2011	25	Pending
Neuville Industries, Inc.	PEDS	Singapore	1072033	1072033	3/18/2011	25	Pending
Neuville Industries, Inc.	PEDS	Switzerland	1072033	1072033	3/18/2011	25	Pending
Neuville Industries, Inc.	PEDS	Turkey	1072033	1072033	3/18/2011	25	Pending
Neuville Industries, Inc.	PEDS	Vietnam	1072033	1072033	3/18/2011	25	Pending
Neuville Industries, Inc.	PEDS	WIPO	1072033	1072033	3/18/2011	25	Registered
Neuville Industries, Inc.	PRO GUARD and Design	United States	73184882	1,152,490	4/28/1981		
Neuville Industries, Inc.	HER (Stylized)	United States	73235651	1,174,334	10/20/1981		
Neuville Industries, Inc.	KUTE KIDS and Design	United States		1,292,987	9/4/1984		Cancelled 6/11/05
Neuville Industries, Inc.	PEDS TREDS and Design.	United States		1,336,858	5/21/1985		
Neuville Industries, Inc.	G.A.L.S. GREAT AMERICAN LEG STYLES and Design	United States		1,419,251	12/2/1986		Cancelled 9/8/07
Neuville Industries, Inc.	HARRISON CLAY (Stylized)	United States		1,477,824	2/23/1988		Cancelled 11/28/08
Neuville Industries, Inc.	PEDS	China	200168752	1697497	1/14/2002	25	Registered
Neuville Industries, Inc.	PROTECTO	United States	74115442	1740603	12/15/1992		
Neuville Industries, Inc.	HICKORY RIDGE (Stylized)	United States		1,746,457	1/12/1993		
Neuville Industries, Inc.	PEDS	Spain	1777792	1777792	9/5/1994	25	Registered
Neuville Industries, Inc.	HER H and Design	United States		1,901,799	6/27/1995		Cancelled 4/1/06
Neuville Industries, Inc.	NEUVILLE	United States		1,951,996	1/23/1996		

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	(Stylized)						
Neuville Industries, Inc.	PEDS	Germany	A55317/25 Wz	2070069	7/5/1994	25	Registered
Neuville Industries, Inc.	PRO-CUSHION	United States		2,126,310	12/30/1997		
Neuville Industries, Inc.	PEDS	United States of America	75129020	2179123	8/4/1998	25	Registered
Neuville Industries, Inc.	BARE ANKLES	United States		2,246,671	5/18/1999		Cancelled 12/19/09
Neuville Industries, Inc.	ODOR SOCKERS and Design	United States	75617116	2,304,274	12/28/1999		
Neuville Industries, Inc.	PEDS	United States of America	75489464	2312529	1/25/2000	25	Registered
Int'l Legwear	MEDIPEDS Group	United Kingdom		2375151	3/25/2005		
Int'l Legwear	THERAPEDS Group	United Kingdom		2375152	3/25/2005		
Neuville Industries, Inc.	DIRT-BE-GONE	United States	75841654	2,468,473	7/10/2001		
Neuville Industries, Inc.	PEDI-CURES	United States	75823057	2,478,547	8/14/2001		
Neuville Industries, Inc.	GRASS BUSTER	United States		2,488,502	9/11/2001		Cancelled 6/13/08
Neuville Industries, Inc.	JUST FOR TOES	United States	75812738	2493377			
Neuville Industries, Inc.	PRO GUARD	United States	76115411	2,614,089	9/3/2002		
Neuville Industries, Inc.	MEDIPEDS	Argentina		2641843	12/28/2005		Pending
Neuville Industries, Inc.	DIRT BLOCKER	United States	76227716	2,660,540	12/10/2002		
Neuville Industries, Inc.	ODOR SOCKERS	United States	75581928	2691267	2/25/2003		
Neuville Industries, Inc.	TOUGH HEELS AND TOES	United States	78448389	2974958	7/19/2005		
Neuville Industries, Inc.	TOUGH HEELS AND TOES	United States	77871465	3810726			
Neuville Industries, Inc.	PEDS ON THE MOVE (word mark)	United States of America	78549765	3113051	7/4/2006	25	Registered
Neuville Industries, Inc.	MEDIPEDS	United States	78976218	3152288	10/3/2006		
Neuville Industries, Inc.	MEDIPEDS	United States	78976219	3152289	10/3/2006		
Neuville Industries, Inc.	Peds on the move socks & design	United States of America	78799227	3255247	6/26/2007	25	Registered
Neuville Industries, Inc.	PEDS SOOTHING STEPS	United States of America	78971243	3265059	7/17/2007	25	Registered
Neuville Industries, Inc.	SOOTHING STEPS	United States	78971247	3265060			
Neuville Industries, Inc.	MEDIPEDS	United States	78418752	3437574	5/27/2008		
Neuville Industries, Inc.	STEPS TO SAVE THE PLANET	United States	77009831	3489229			
Neuville Industries, Inc.	GREEN FEET	United States	77019928	3489257			
Neuville Industries, Inc.	GREEN FEET	United States	78792793	3503040			
Neuville Industries, Inc.	DESIGN ONLY (3 foot prints)	United States	78792787	3577962			
Neuville Industries, Inc.	MEDIPEDS	United States	78418747	3697105	10/13/2009		
Neuville Industries, Inc.	COMFORT FOR WORKING FEET	United States	77564352	3719683			
Neuville Industries, Inc.	ODOR SOCKERS	United States	77644123	3743843			
Neuville Industries, Inc.	ODOR SOCKERS	United States	77644124	3743844			

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
Neuville Industries, Inc.	PEDIQUETTE	United States	77979456	3815781			
Neuville Industries, Inc.	FEET LOVE US	United States	77979154	3829622			
Neuville Industries, Inc.	DESIGN ONLY (one foot print)	United States	77676067	3850924			
Neuville Industries, Inc.	DESIGN ONLY (flower)	United States	85146047	3938132			
Neuville Industries, Inc.	IN STEP WITH YOUR STYLE	United States	85146087	3938133			
Neuville Industries, Inc.	COMFORT@WORK	United States	85093517	3979556			
Neuville Industries, Inc.	STYLE@ANYTIME	United States	85146098	3979659			
Neuville Industries, Inc.	ACTIVE@PLAY	United States	85146115	3979660			
Neuville Industries, Inc.	PEDS	United States	77981913	3982417			
Neuville Industries, Inc.	PEDS	Japan	H05-080467	4229639	1/14/1999	25	Registered
Int'l Legwear Group	MEDIPEDS	China		4637008	4/30/2005		Pending
Int'l Legwear	MEDIPEDS Group	Japan		4849024	3/18/2005		
Neuville Industries, Inc.	MEDIPEDS & design	European		4897732	6/28/2007		
Neuville Industries, Inc.	MED PEDS	France		4897732			
Neuville Industries, Inc.	MEDIPEDS	EU		004897741			
Neuville Industries, Inc.	MEDIPEDS	European		4897741	7/19/2007		
Neuville Industries, Inc.	PEDS	France		8561078			
Int'l Legwear	MEDIPEDS Group	Germany		30462639	2/14/2005		
Int'l Legwear	THERAPEDS Group	Germany		30462640	2/14/2005		
Neuville Industries, Inc.	PEDIQUETTE	United States		77564346	9/8/2008		Pending
Neuville Industries, Inc.	PED TIME STORIES	United States		78662000	6/30/2005		Pending
Neuville Industries, Inc.	PEDS	Brazil		822784505	6/5/2000		Pending
Neuville Industries, Inc.	MEDIPEDS.	Brazil		828021112	4/1/2008		