

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
Sock and Accessory Brands Global, Inc.		11/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza		
Internal Address:	MD 10AT63		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4051073	ULTRA THINS	
Serial Number:	85128328	WE WILL IMPRESS YOUR SOCKS OFF!!!	
Serial Number:	85215569	MIXAROOS	
Serial Number:	85211016	MIX 'EM	
Serial Number:	85260532	LAKE SHORE BAY	
Registration Number:	3346088	GAME SPORT	
Registration Number:	2942920	FIDDLESTICKS	
Registration Number:	4026463	SMART FEET	
Registration Number:	3926910	SMART FEET	
Registration Number:	3884033	LA DE DA	
Registration Number:	3862652	LACE 'EMS	
Registration Number:	3644645	DOCTOR'S CHOICE	
Registration Number:	2015944	SOCK CONSTRUCTION COMPANY	

CH \$340.00 4051073

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (202)533-9099
Phone: 202-467-8856
Email: behogue@vorys.com, iplaw@vorys.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: P.O. Box 2255 -- IPLAW@VORYS
Address Line 2: Attn: Richard S. Donnell
Address Line 4: Columbus, OHIO 43216

ATTORNEY DOCKET NUMBER:	5252-839/0769/SOCKASSIGN
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	12/07/2011

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2011 (the "Effective Date"), is entered into by and between **SOCK AND ACCESSORY BRANDS GLOBAL, INC.**, a Delaware corporation ("Debtor"), whose principal place of business and mailing address is 140 Lionheart Drive, Mocksville, North Carolina 27028, and **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors (as defined below) ("Agent"). Debtor hereby grants to Agent, for the benefit of the Secured Creditors, a continuing security interest in and to, and Lien on, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. Debtor and Agent hereby further agree as follows:

1. OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of all of the "Obligations", as that term is defined in the Credit Agreement dated of even date herewith by and among Secured Creditors and Borrowers (as defined herein) (as may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement").

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (the "Trademark Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all rights corresponding to any and all of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark registrations and applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, (i) nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement; (ii) nothing in this Agreement shall constitute a grant of a security interest or assignment of title in any trademarks, service marks, trade names, and trademark and service mark registrations and applications not owned by Debtor; and (iii) this Agreement shall not constitute a grant of a security interest in any rights or interests in any lease, license, contract or agreement to which Debtor is a party to the extent that and for so long as such a grant would,

under the terms of such lease, license, contract or agreement, result in: (A) the abandonment, invalidation or unenforceability of any right, title or interest of Debtor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract or agreement (other than to the extent that any such consequences set forth in clause (A) or (B) above would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity), *provided further*, that, in furtherance of the foregoing, Debtor agrees that it shall not amend any lease, license, contract or other agreement in effect as of the date hereof so that the grant of a security interest therein to Secured Party would result in any of the consequences set forth in clause (A) or (B) above; *provided*, that, in the case of clauses (i) and (ii), immediately and automatically upon the ineffectiveness, inapplicability, lapse or termination of any such restriction (collectively, the “Restrictions” and each, a “Restriction”), the Trademark Collateral shall include, and Debtor shall be deemed to have granted a security interest in and other Lien on, all such rights and interests as if such provision had never been in effect; and *provided further*, that notwithstanding any such Restriction, Trademark Collateral shall, to the extent such Restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds and products derived from or in connection with such rights and interests.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The “Ohio UCC” means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement:

(a) “Borrowers” means each of (i) Debtor and (ii) Argyle Holdings, Inc., a Delaware corporation.

(b) “Material Item of the Trademark Collateral” means each item of the Trademark Collateral, unless, with respect to the applicable item of Trademark Collateral, the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not, in the Agent’s judgment exercised in good faith after good faith consultation with Borrower, necessary in the conduct of the Borrower’s business.

(c) “Secured Creditors” means, collectively, Agent, each Lender, and the LC Issuer.

4. LICENSES:

(a) Except for licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any

Trademarks (a “Trademark License”) included in the Trademark Collateral without the prior written consent of Agent (with the consent of the Lenders as specified in Section 12.4 of the Credit Agreement), which consent will not be unreasonably withheld so long as no Event of Default has occurred and is continuing (in which case Secured Creditors may withhold consent in their sole discretion), and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 4(b).

(b) Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver to Debtor and to each licensee under a Trademark License notice terminating the Trademark Licenses (to the extent permitted by such Trademark License), whereupon: (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to Debtor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Agent’s satisfaction or is waived in writing by Agent (in each case with the consent of the Lenders as specified in Section 12.4 of the Credit Agreement), then, without any further action on the part of Agent, the Trademark Licenses will immediately revert with the licensees on the cessation of such Event of Default, subject to the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce the Secured Creditors to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents to the Secured Creditors that the following statements are, as of the date hereof and as of the date that each representation and warranty set forth in the Credit Agreement is required to be made or remade pursuant thereto, true:

(a) Except for the security interest hereby granted, the Liens in favor of the Mezzanine Lenders under the Mezzanine Subordinated Debt Documents existing as of the Closing Date, and as otherwise disclosed in Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free from any Lien or license (other than Permitted Liens or any license expressly permitted by this Agreement); and Debtor has full right to grant the security interest hereby granted;

(b) Set forth in Schedule I is a complete and accurate list of all United States federally registered Trademarks and applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country) and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, (i) each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to Debtor’s knowledge, each application for any Trademark is valid, registrable and enforceable, and (ii) each Trademark constituting Material IP is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to Debtor’s knowledge, each application for any Trademark constituting Material IP is valid, registered or registrable and enforceable.

Debtor does not have any knowledge of any prior uses of any item of the Trademark Collateral which would reasonably be expected to lead to such item becoming invalid or unenforceable, including known prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) As of the date of this Agreement, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any material part of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4(a);

(e) Reasonable and proper statutory notice has been used in all material respects in connection with the use of each registered trademark and service mark;

(f) Except as may be set forth on Schedule I, to Debtor's knowledge, (i) the Trademark License Rights are in full force and effect, and (ii) the Trademark License Rights constituting Material IP are in full force and effect. Debtor is not in default under any of the Trademark License Rights and, to Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(g) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Agent of the Secured Creditors' rights or remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Obligations are fully paid, performed and satisfied (exclusive of any contingent obligations for indemnification or reimbursement for which Agent has not given notice of a claim thereof against any Borrower) and this Agreement is terminated:

(a) Debtor will furnish to Agent upon Agent's reasonable request in good faith a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Agent may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Agent shall require for the purpose of confirming and perfecting Agent's security interest in any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any Trademark License Rights or United States federally registered Trademarks and applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country), which is not now identified in Schedule I, (i) Debtor will give prompt written notice to Agent, (ii) the provisions of Section 2 shall automatically apply to the

Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Debtor authorizes Agent to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all commercially reasonable steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of Debtor's business;

(d) Debtor will notify Agent immediately in writing (i) of any information which Debtor has received or is otherwise known to Debtor, which would reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of the Secured Creditors with respect thereto and (ii) when Debtor has knowledge (A) that any item of the Trademark Collateral material to its business may become abandoned or dedicated; (B) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other United States or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral material to its business; or (C) that Debtor is or potentially could be in default of any of the Trademark License Rights;

(e) Debtor will promptly notify Agent should Debtor become aware that any of the Trademark Collateral necessary to its business is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Credit Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or

otherwise dispose of any Material Item of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I; or (iii) take any other action in connection with any of the items of Trademark Collateral that would reasonably be expected to impair the value of the interests or rights of Debtor or the Secured Creditors in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its business; and

(h) Debtor will pay all reasonable out-of-pocket expenses and reasonable Attorneys' Fees of Agent, the Secured Creditors, and the LC Issuer incurred in the exercise (including enforcement) of any rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby authorizes Agent as its true and lawful attorney in fact: (a) to execute and/or authenticate on its behalf, after Debtor's failure to so act after Agent's reasonable written request therefor, and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Agent with the United States Patent and Trademark Office (and each other applicable Governmental Authority), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the maintenance, protection, and collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Agent's name (or the name of any nominee), or (iii) otherwise to enforce the rights of the Secured Creditors with respect to any of the Trademark Collateral.

8. DEFAULT:

(a) Upon the occurrence and during the continuance of an Event of Default, then, in any such event, Agent may, at Agent's option and without further notice to Debtor except as expressly provided in the Credit Agreement or other Loan Documents, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Authority) of the Trademark Collateral in Agent's name or in the name of any nominee of Agent; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Agent and make the documents available to Agent at a place to be designated by Agent; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of the Secured Creditors under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at

public or private sale, and Debtor will be credited with the net proceeds of such sale, after payment in full of all Obligations, only when they are actually received by Agent, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of such Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Agent or its designee Debtor's (I) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (II) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. The Secured Creditors may proceed to protect and enforce their rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of the Secured Creditors to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Agent shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Agent to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Agent's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of the Secured Creditors shall inure to the benefit of their successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on

by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles) except to the extent of the application of other laws of mandatory application.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Agent to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Agent at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that: (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Agent at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Agent as secured party. Agent is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Agent in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Agent's Lien on, the "Collateral" as defined in the Borrower Security Agreement or the Secured Creditors' rights or remedies respecting the "Collateral."

(g) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED CREDITORS TO EXTEND CREDIT TO BORROWERS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND EACH SECURED CREDITOR WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT OR THE CONDUCT OF THE RELATIONSHIP BETWEEN OR AMONG THE SECURED CREDITORS AND DEBTOR.

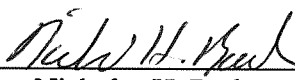
(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by the Secured Creditors does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Agent's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Agent's judgment, providing the Secured Creditors with the greater rights, remedies, powers, privileges, or benefits will control.

(i) This Agreement will terminate ("Termination") on the later to occur of: (1) the full performance, payment and satisfaction of the Obligations (exclusive of any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against any Borrower) and (2) the termination of the Credit Agreement. Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Agent, and Agent shall, upon Debtor's request and at Debtor's expense, promptly execute and deliver to Debtor proper documentation acknowledging such release and shall deliver Uniform Commercial Code termination statements with respect to its Liens on the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent and Debtor, intending to be legally bound, have executed under seal and delivered this Agreement by their duly authorized officers as of the Effective Date.

**SOCK AND ACCESSORY BRANDS GLOBAL,
INC.**

By: 
Name: Nicholas H. Barker
Title: Vice President and Secretary

FIFTH THIRD BANK, as Agent

By: _____
James Conklin, Vice President

IN WITNESS WHEREOF, Agent and Debtor, intending to be legally bound, have executed under seal and delivered this Agreement by their duly authorized officers as of the Effective Date.

**SOCK AND ACCESSORY BRANDS GLOBAL,
INC.**

By: _____

Name: Nicholas H. Barker

Title: Vice President and Secretary

FIFTH THIRD BANK, as Agent

By:  _____

James Conklin, Vice President

SCHEDULE I

TRADEMARKS AND LICENSES

United States Federally-registered Trademarks

Mark	Serial No.	Reg. No.
ULTRA THINS	85/241,313	4,051,073
WE WILL IMPRESS YOUR SOCKS OFF!!!	85/128,328	Pending
MIXAROOS	85/215,569	Pending
MIX 'EM	85/211,016	Pending
LAKE SHORE BAY	85/260,532	Pending
GAME SPORT	78/885,893	3,346,088
FIDDLESTICKS	78/193,890	2,942,920
SMART FEET	77/534,053	4,026,463
SMART FEET	77/979,411	3,926,910
LA DE DA	77/825,999	3,884,033
LACE 'EMS	77/798,256	3,862,652
DOCTOR'S CHOICE	77/446,736	3,644,645
SOCK CONSTRUCTION COMPANY	74/363,480	2,015,944

The registered Trademarks and Trademark applications listed above will be assigned to the Debtor as of the Closing Date.

Common Law Trade Names and Trademarks

None.

Trademark Licenses

1. Pursuant to the Universal Terms and Conditions dated October 20, 2011, by and among Sock and Accessory Brands Global, L.L.C. ("SABG"), Kmart Corporation, Sears Brands Management Corporation and Sears, Roebuck and Co. (the "Sears and Kmart Companies"), SABG grants the Sears and Kmart Companies a nonexclusive, nontransferable, royalty free license to use, with the right to sublicense, trademarks, service marks, trade names, trade dress, copyrights and rights of publicity associated with certain merchandise of SABG solely for the purpose of marketing, promoting or selling such merchandise, in accordance with the terms thereof.

2. License Agreement, dated October 26, 2010, by and between Debtor, as successor in interest to SABG, and Crocs Inc. SABG is required to use the Intellectual Property licensed to it pursuant to that certain License Agreement dated October 26, 2010, by and between SABG and Crocs Inc. in a manner consistent with the terms of that certain LaCoste Co-Existence Agreement, by and between Crocs Inc. and LaCoste.
3. License Agreement effective as of January 1, 2011, by and between SABG and Eddie Bauer Licensing Services LLC.
4. Retail Product License Agreement dated January 21, 2009, by and between SABG, as successor in interest to Accessory Brands, Inc., and NBA Properties, Inc., as amended by that certain Letter Agreement dated December 16, 2009.
5. Exclusive License Agreement dated May 28, 2009, by and between Paul Siragusa and SABG as amended by that certain First Amendment to License Agreement dated June 24, 2009 by and among Paul Siragusa, SABG and Wearable Shoe Trees L.L.C.
6. Exclusive License by and between SABG, as successor in interest to Accessory Brands, and Delance Beane, as amended by that certain License Agreement Renewal Letter Agreement dated December 28, 2009, by and between SABGC and Delance Beane.
7. License Agreement effective as of March 15, 2010, by and among Southern Belle Originals, Inc., SABG and GoldOne Enterprises, LLC.
8. License Agreement, dated March 12, 2009, by and between Acquisition Co., as successor in interest to Accessory Brands, Inc. and Soccer United Marketing, LLC.

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