

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKECHERS U.S.A., INC.		04/02/2012	CORPORATION: DELAWARE
SKECHERS U.S.A., INC. II		04/02/2012	CORPORATION: DELAWARE
SKECHERS BY MAIL, INC.		04/02/2012	CORPORATION: DELAWARE
310 GLOBAL BRANDS, INC.		04/02/2012	CORPORATION: DELAWARE
SKECHERS COLLECTION, LLC		04/02/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
SKECHERS SPORT, LLC		04/02/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
DUNCAN INVESTMENTS, LLC		04/02/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
SEPULVEDA BLVD. PROPERTIES, LLC		04/02/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
SKX ILLINOIS, LLC		04/02/2012	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4039245	HAMSTERFLY PICTURES	
Registration Number:	4073587	BOBS BY SKECHERS	
Registration Number:	4063341	MICHELLE K	

Registration Number:

4053661

JOIN THE RESISTANCE

CORRESPONDENCE DATA

Fax Number: (213)627-0705

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

Phone: (213) 683-5627

Email: nancychow@paulhastings.com

Correspondent Name: Nancy Chow

Address Line 1: Paul Hastings LLP

Address Line 2: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

SKECHERS (45035.00333)

NAME OF SUBMITTER:

Nancy Chow

Signature:

/Nancy Chow/

Date:

04/04/2012

Total Attachments: 7

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AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT**, dated as of April 2, 2012 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **WELLS FARGO CAPITAL FINANCE, LLC** (formerly known as Wells Fargo Foothill, LLC), a Delaware limited liability company, in its capacity as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Agent are parties to that certain Trademark Security Agreement recorded with the United States Trademark and Trademark Office on July 2, 2009 at Reel 004015, Frame 0219; and

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by amending Schedule I to the Trademark Security Agreement to add the Trademarks appearing on Exhibit A hereto, and have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Each Grantor and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Exhibit A attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral identified on Exhibit A attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. **THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

4. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AMENDMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT**

ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 4.

5. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AMENDMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AMENDMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

6. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

7. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Amendment or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic means of transmission shall be deemed an original executed counterpart hereto.

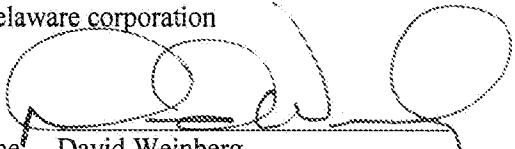
8. This Amendment is a Loan Document.

[signature pages follow]

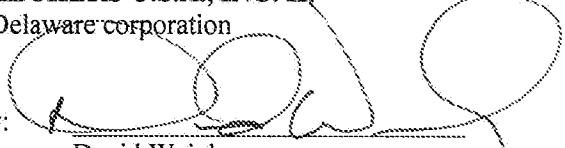
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:


SKECHERS U.S.A., INC.,
a Delaware corporation

By: 
Name: David Weinberg
Title: Chief Operating Officer

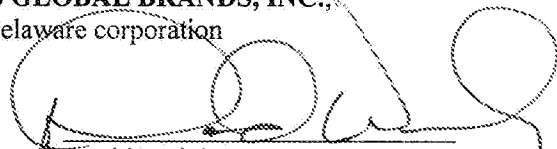
SKECHERS U.S.A., INC. II,
a Delaware corporation

By: 
Name: David Weinberg
Title: Chief Financial Officer

SKECHERS BY MAIL, INC.,
a Delaware corporation

By: 
Name: David Weinberg
Title: Chief Financial Officer

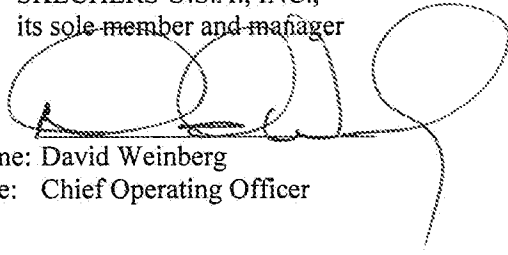
310 GLOBAL BRANDS, INC.,
a Delaware corporation

By: 
Name: David Weinberg
Title: Chief Executive Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT]

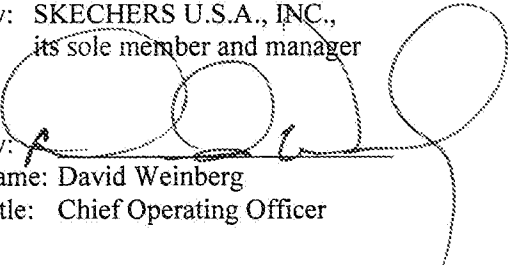
SKECHERS COLLECTION, LLC,
a California limited liability company

By: SKECHERS U.S.A., INC.,
its sole member and manager

By: 
Name: David Weinberg
Title: Chief Operating Officer

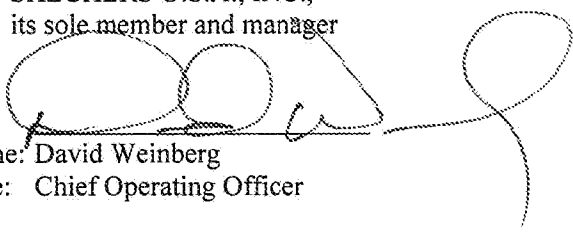
SKECHERS SPORT, LLC,
a California limited liability company

By: SKECHERS U.S.A., INC.,
its sole member and manager

By: 
Name: David Weinberg
Title: Chief Operating Officer

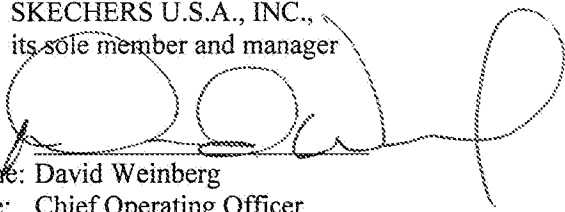
DUNCAN INVESTMENTS, LLC,
a California limited liability company

By: SKECHERS U.S.A., INC.,
its sole member and manager

By: 
Name: David Weinberg
Title: Chief Operating Officer

SEPULVEDA BLVD. PROPERTIES, LLC,
a California limited liability company

By: SKECHERS U.S.A., INC.,
its sole member and manager

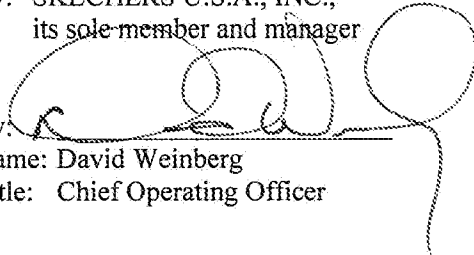
By: 
Name: David Weinberg
Title: Chief Operating Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004751 FRAME: 0880

SKX ILLINOIS, LLC,
an Illinois limited liability company

By: SKECHERS U.S.A., INC.,
its sole member and manager

By: 
Name: David Weinberg
Title: Chief Operating Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004751 FRAME: 0881

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 

Name: Rina Shinoda

Title: Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004751 FRAME: 0882

EXHIBIT A
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
SKECHERS U.S.A., INC. II	USA	HAMSTERFLY PICTURES	77/982,370; 4,039,245	06/20/2008; 10/11/2011
SKECHERS U.S.A., INC. II	USA	BOBS BY SKECHERS	85/304,588; 4,073,587	04/26/2011; 12/20/2011
SKECHERS U.S.A., INC. II	USA	MICHELLE K	85/307,876; 4,063,341	04/28/2011; 11/29/2011
SKECHERS U.S.A., INC. II	USA	JOIN THE RESISTANCE	77/982,512 4,053,661	02/23/2010 11/08/2011