

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
San Antonio Shoe, Inc.		08/01/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK		
Street Address:	1020 NE Loop 410, Suite 100W		
Internal Address:	Ms. Natalie Hill		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78209		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4019026	A HEALTHY NATURAL APPROACH	
Registration Number:	1774274	A HEALTHY NATURAL APPROACH TO COMFORT FO	
Serial Number:	85784104	COMFORT IS BEAUTIFUL	
Serial Number:	85784083	FEET HAVE US	
Registration Number:	1972387		
Registration Number:	1292370		
Registration Number:	2061422		
Registration Number:	1849384	MOCCAPUMP	
Registration Number:	1733173	ONCE UPON A TIME, LONG AGO IN 1976, TWOO	
Registration Number:	1780349	OUR PHILOSOPHY IS SIMPLE ...	
Registration Number:	1776590	OUR SHOEMAKING IS 60 YEARS BEHIND THE TI	
Serial Number:	85839960	PORTRAIT COLLECTION	
Registration Number:	1474260	SAS	

Registration Number:	1843324	SAS
Registration Number:	1509326	SAS
Registration Number:	3438768	SAS
Registration Number:	1251761	SAS
Registration Number:	1815441	SAS FOOTSHAPE
Registration Number:	2426378	SAS
Registration Number:	1802773	SAS SELFSET
Registration Number:	1839475	SAS SHOEMAKERS
Registration Number:	1753268	SAS COMFORT SANDALS
Registration Number:	4250643	SELECT COMFORT
Registration Number:	1492727	SHOEMAKER'S INN
Registration Number:	1497231	SHOEMAKER'S INN
Registration Number:	1826432	SIESTA VALLEY COLLECTION
Registration Number:	1990942	SUPERSOFT
Registration Number:	1821409	TRIPAD

CORRESPONDENCE DATA

Fax Number: 2147455390

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

Phone: 214.745.5370

Email: jmuennink@winstead.com

Correspondent Name: Janie Muennink c/o Winstead PC

Address Line 1: P.O. Box 131851

Address Line 4: Dallas, TEXAS 75313

ATTORNEY DOCKET NUMBER:	13312-513
NAME OF SUBMITTER:	Janie Muennink
Signature:	/Janie Muenink/
Date:	08/02/2013

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 1, 2013, by SAN ANTONIO SHOE ("Debtor" or "SAS"), in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION ("Secured Party").

PREAMBLE/RECITALS.

Pursuant to the Credit Agreement dated as of even date herewith (such agreement, together with all amendments and restatements thereto, the "Credit Agreement"), between Debtor and Secured Party, Secured Party has extended a commitment to make Advances to Debtor;

In connection with the Credit Agreement, Debtor has executed and delivered the Security Agreement dated as of even date herewith (such agreement, together with all amendments and restatements thereto, the "Security Agreement");

As a condition precedent to the making of the Advances (including the initial Advance) under the Credit Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Secured Obligations; and

Debtor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party to make Advances (including the initial Advance) pursuant to the Credit Agreement, Debtor agrees, for the benefit of Secured Party, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Credit Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, and does hereby collaterally assign to Secured Party all of its right, title and interest in and to, all of the following property (collectively, the "Trademark Collateral"), whether now owned or hereafter acquired by it:

(a) all Trademarks, including all Trademarks referred to in Item A of Attachment 1 attached hereto;

(b) all applications for Trademarks, including each Trademark application referred to in Item B of Attachment 1 attached hereto; and

(c) all Trademark Licenses, including all Trademark Licenses referred to in Item A of Attachment 1 attached hereto; and

(d) all proceeds and products of the foregoing including, but without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SAN ANTONIO SHOE, INC.

By: *Nancy Richardson*
Print Name: Nancy Richardson
Print Title: Chief Executive Officer

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

By: Vanessa Johnson
Print Name: Vanessa Johnson
Print Title: Vice-President

ATTACHMENT I
to Trademark Security Agreement

Item A	Registered Trademarks
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Please see attached Schedule 1.

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SAN ANTONIO SHOE, INC.

Trademark Report by Country
Status: ACTIVE

REFERENCE#	MARK <i>Next Action Due (Original)</i>	FILED	APPL#	REG DATE	REG#	STATUS	CLASS(ES)
AUSTRALIA							
300006.0004.004	SAS (STYLIZED) 9/25/2016 RENEWAL DUE 1 YR	9/25/1990	542,828	9/25/1990	8542828	REGISTERED	25
25 - FOOTWEAR							
AUSTRIA							
300006.0049.013	SAS GENUINE COMFORT SHOES & DESIGN 10/20/2014 RENEWAL DUE 1 YR.	6/13/2005	AM 3886/2005	10/20/2005	227.871	REGISTERED	25
25 - CLOTHING, FOOTWEAR, AND HEADGEAR							
BENELUX							
300006.0049.001	SAS GENUINE COMFORT SHOES & DESIGN 7/11/2013 PROOF OF USE	4/3/1998	0200497	1/3/2005	0200497	REGISTERED	25
25 - SHOES							
CANADA							
300006.0034.000	ONCE UPON A TIME... 2/5/2026 RENEWAL DUE 1 YR	12/31/1993	744,439	2/5/1997	470,526	REGISTERED	025
025 - SHOES							
300006.0004.001	SAS (STYLIZED) 4/5/2020 RENEWAL DUE IN 1 YR.	12/12/1989	646,758	4/5/1991	382,695	REGISTERED	042,025
042 - RETAIL SHOE STORE SERVICES 025 - SHOES							
CHILE							
300006.0004.013	SAS & DESIGN 5/23/2021 RENEWAL DUE 6 MO		525.316	11/23/2011	928.179	REGISTERED	25
25 - SHOES							
FRANCE							
300006.0049.002	SAS GENUINE COMFORT SHOES & DESIGN 4/3/2017 RENEWAL DUE 1 YR	4/3/1998	04/3327568	4/3/1998	04 3 327 568	REGISTERED	25
25 - SHOES							
GERMANY							
300006.0004.005	SAS (STYLIZED) 12/7/2019 RENEWAL DUE 1 YR	12/7/1990	S51346/25WZ	3/24/1993	2,033,159	REGISTERED	25
25 - SHOES							
300006.0049.003	SAS GENUINE COMFORT SHOES & DESIGN 4/16/2017 RENEWAL DUE 1 YR	10/11/2004	30444032	4/16/1998	30444032	REGISTERED	25
25 - SHOES							

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
	<u>Next Action Due (Original)</u>						
GREECE							
300006.0004.006	SAS (STYLIZED)	12/7/1990	101,967	12/7/1990	101,967	REGISTERED	25,18
	12/7/2019	RENEWAL DUE 1 YR					
25 - SHOES 18 - HANDBAGS							
300006.0049.004	SAS GENUINE COMFORT SHOES & DESIGN	7/19/2004	365	2/20/2007	365	REGISTERED	25
	7/14/2013	RENEWAL DUE 1 YR					
25 - SHOES							
HONG KONG							
300006.0004.007	SAS (STYLIZED)	1/9/1991	178/91	1/9/1991	804781	REGISTERED	25
	1/9/2021	RENEWAL DUE 1 YR					
25 - FOOTWEAR							
INDIA							
300006.0004.008	SAS (STYLIZED)	12/5/1990	541,212	3/31/1998	541,212	REGISTERED	25
	12/5/2013	RENEWAL DUE IN 1 YR.					
25 - FOOTWEAR, INCLUDING BOOTS, SHOES, AND SLIPPERS							
IRELAND							
300006.0014.000	SAS (STYLIZED)	8/11/1986	2,555/86	8/11/1986	122,070	REGISTERED	25
	8/11/2016	RENEWAL DUE 1 YR					
25 - FOOTWEAR							
300006.0049.005	SAS GENUINE COMFORT SHOES & DESIGN	4/16/1998	1998/05000	4/16/1998	231884	REGISTERED	25
	4/16/2017	RENEWAL DUE 1 YR					
25 - Shoes							
ITALY							
300006.0049.006	SAS GENUINE COMFORT SHOES & DESIGN	8/25/2005	RM2005C004439	4/16/1998	1099320	REGISTERED	25
	4/16/2017	RENEWAL DUE 1 YR					
25 - CLOTHING, FOOTWEAR, HEADGEAR							
JAPAN							
300006.0018.000	SAS (STYLIZED)	8/19/1986	86,542/86	4/28/1989	2130416	REGISTERED	025
	10/28/2018	RENEWAL DUE 6 MOS					
025 - FOOTWEAR							
MEXICO							
300006.0004.012	SAS	10/28/1994	216,582	4/18/1995	487,456	REGISTERED	25
	10/28/2013	RENEWAL DUE IN 1 YR.					
25 - SHOES AND IN GENERAL CLOTHING, FOOTWEAR AND HEADGEAR							
300006.0004.002	SAS (STYLIZED)	11/25/1992	155,258	8/25/1995	501,311	REGISTERED	42
	7/22/2013	PROOF OF USE					
42 - RETAIL STORE SERVICES							
NEW ZEALAND							
300006.0004.009	SAS (STYLIZED)	9/25/1990	205,009	9/11/1994	205,009	REGISTERED	25
	9/25/2020	RENEWAL DUE 1 YR					
25 - FOOTWEAR, INCLUDING ACCESSORIES SUCH AS HANDBAGS AND THE LIKE AND ALL OTHER GOODS IN THIS CLASS							

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
	<u>Next Action Due (Original)</u>						
PORTUGAL							
300006.0049.007	SAS GENUINE COMFORT SHOES & DESIGN	10/8/2004	365022	12/29/2005	365022	REGISTERED	25
	12/29/2014	RENEWAL DUE 1 YR					
25 - Shoes							
SOUTH KOREA							
300006.0005.001	MISCELLANEOUS DESIGN (THE LITTLE SHOEMAKER)	7/23/1996	32,178/96	10/23/1997	379367	REGISTERED	025
	10/23/2016	RENEWAL DUE 1 YR					
025 - LOW SHOES; LEATHER SHOES; BOOTS; LACE UP SHOES; RUBBER SHOES; VINYL SHOES; RAIN SHOES; MOUNTAIN-CLIMBING BOOTS; SANDALS							
300006.0004.003	SAS (STYLIZED)	10/31/1990	90-31920	1/17/1992	231,217	REGISTERED	27
	1/17/2021	RENEWAL DUE 1 YR					
27 - SHOES; BOOTS; LACE-UP BOOTS; LEATHER SHOES; RUBBER SHOES; VINYL SHOES; RAIN SHOES; HIKING SHOES AND SANDALS							
SPAIN							
300006.0049.008	SAS GENUINE COMFORT SHOES & DESIGN	9/30/2004	2,609,838	3/2/2005	2609838	REGISTERED	25
	7/30/2013	RENEWAL DUE 1 YR.					
25 - SHOES							
TAIWAN							
300006.0004.011	SAS (STYLIZED)	9/27/1990	(79)43,087	4/16/1991	520,016	REGISTERED	41
	4/16/2020	RENEWAL DUE 1 YR					
41 - SHOES							
UNITED KINGDOM							
300006.0017.000	SAS (STYLIZED)	11/18/1994	2,003,723	10/20/1995	2,003,723	REGISTERED	25
	6/11/2013	RENEWAL DUE 1 YR					
25 - FOOTWEAR							
300006.0049.012	SAS GENUINE COMFORT SHOES & DESIGN	4/16/1998	2374574	4/16/1998	2374574	REGISTERED	25
	4/16/2017	RENEWAL DUE 1 YR					
25 - SHOES							
UNITED STATES							
300006.0053.000	A HEALTHY NATURAL APPROACH	1/31/2011	85/230,395	8/30/2011	4,019,026	REGISTERED	025
	8/30/2016	8/15 PERIOD BEGINS					
025 - Footwear							
300006.0035.000	A HEALTHY NATURAL APPROACH TO COMFORT FOOTWEAR	6/5/1991	74/173,961	6/1/1993	1,774,274	REGISTERED	25
	6/1/2013	RENEWAL DUE					
25 - SHOES							
300006.0056.000	COMFORT IS BEAUTIFUL	11/20/2012	85/784,104			PENDING	025
	5/20/2013	FOREIGN FILING DUE					
025 - FOOTWEAR							
300006.0055.000	FEET HAVE US	11/20/2012	85/784,083			PENDING	025
	5/20/2013	FOREIGN FILING DUE					
025 - FOOTWEAR							

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>Next Action Due (Original)</i>							
UNITED STATES continued...							
300006.0046.000	MISCELLANEOUS DESIGN (LANDSCAPE)	10/27/1994	74/591,510	5/7/1996	1,972,387	REGISTERED	25
	5/7/2015 RENEWAL DUE 1 YR						
	25 - FOOTWEAR						
300006.0005.000	MISCELLANEOUS DESIGN (THE LITTLE SHOEMAKER)	9/9/1982	73/384,509	8/28/1984	1,292,370	REGISTERED	25,42
	8/28/2013 RENEWAL DUE IN 1 YR.						
	25 - SHOES						
	42 - RETAIL SHOE STORE SERVICES						
300006.0048.000	MISCELLANEOUS DESIGN (WEAVE PATTERN)	6/21/1996	75/123,357	5/13/1997	2,061,422	REGISTERED	25
	5/13/2016 RENEWAL DUE 1 YR.						
	25 - FOOTWEAR						
300006.0042.000	MOCCAPUMP	12/18/1992	74/341,129	8/9/1994	1,849,384	REGISTERED	25
	8/19/2013 RENEWAL DUE IN 1 YR.						
	25 - FOOTWEAR, INCLUDING SHOES, SNEAKERS, MOCCASINS AND SANDALS						
300006.0036.000	ONCE UPON A TIME, LONG AGO IN 1976, TWO OLD TEXAS SHOEMAKERS SET OUT...	6/5/1991	74/174,351	11/17/1992	1,733,173	REGISTERED	25
	11/17/2021 RENEWAL DUE 1 YR						
	25 - SHOES						
300006.0037.000	OUR PHILOSOPHY IS SIMPLE...	6/5/1991	74/173,965	7/6/1993	1,780,349	REGISTERED	25
	7/6/2013 RENEWAL DUE						
	25 - SHOES						
300006.0033.000	OUR SHOEMAKING IS 60 YEARS BEHIND THE TIMES...	6/5/1991	74/174,352	6/15/1993	1,776,590	REGISTERED	25
	6/15/2013 RENEWAL DUE						
	25 - SHOES						
300006.0057.000	PORTRAIT COLLECTION	2/4/2013	85/839,960			PENDING	018
	8/4/2013 FOREIGN FILING DUE						
	018 - HANDBAGS AND COMPLIMENTARY LEATHER ACCESSORIES, WALLETS, COIN PURSES, SMALL ZIPPER BAGS, TOTES, ETC.						
300006.0006.000	SAS	4/16/1987	73/655,522	1/26/1988	1,474,260	REGISTERED	25
	1/26/2017 RENEWAL DUE 1 YR						
	25 - CLOTHING, NAMELY SHIRTS, JACKETS, HATS						
300006.0008.000	SAS	6/19/1993	74/427,459	7/5/1994	1,843,324	REGISTERED	42
	7/5/2013 RENEWAL DUE IN 1 YR.						
	42 - RETAIL STORE SERVICES FOR SHOES, HATS, JACKETS, PURSES, [BELTS-deleted] AND RELATED ACCESSORIES						
300006.0021.000	SAS	2/8/1988	73/712,188	10/18/1988	1,509,326	REGISTERED	25
	10/18/2017 RENEWAL DUE 1 YR						
	25 - SHOES						
300006.0051.000	SAS	9/17/2007	76/681,963	6/3/2008	3,438,768	REGISTERED	025
	6/3/2013 AFFIDAVIT USE BEGINS						
	025 - SOCKS AND BELTS						

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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Next Action Due (Original)

UNITED STATES continued...

300006.0004.000	SAS (STYLIZED) 3/20/2013	9/3/1982 RENEWAL DUE 6 MOS	73/383,425	9/20/1983	1,251,761	REGISTERED	25,42
	25 - SHOES 42 - RETAIL SHOE STORE SERVICES						
300006.0025.000	SAS FOOTSHAPE 7/4/2013	9/23/1991 RENEWAL DUE 6 MOS	74/208,011	1/4/1994	1,815,441	REGISTERED	25
	25 - SHOES						
300006.0050.000	SAS GENUINE COMFORT SHOES & DESIGN 8/11/2017	7/29/1999 RENEW U.S. CUSTOMS PROTECTION DUE 1 YR	75/763,318	2/6/2001	2,426,378	REGISTERED	25
	25 - SHOES						
300006.0026.000	SAS SELFSET 11/2/2022	9/23/1991 RENEWAL DUE 1 YR	74/206,010	11/2/1993	1,802,773	REGISTERED	25
	25 - SHOES						
300006.0041.000	SAS SHOEMAKERS & DESIGN 6/14/2013	6/24/1993 RENEWAL DUE 1 YR	74/406,926	6/14/1994	1,839,475	REGISTERED	25
	25 - SHOES AND CLOTHING; NAMELY, SHOES AND BLOUSES, SKIRTS, T-SHIRTS, HATS, JACKETS, PANTS, SLACKS, AND SOCKS						
300006.0028.000	SAS COMFORT SANDALS 2/16/2022	9/6/1990 RENEWAL DUE 1 YR	74/094,693	2/16/1993	1,753,268	REGISTERED	25
	25 - Shoes						
300006.0054.000	SELECT COMFORT T-6.54 11/27/2017	2/18/2011 8/15 PERIOD BEGINS	85/246,487	11/27/2012	4,250,843	REGISTERED	25
	25 - Shoes						
300006.0019.000	SHOEMAKER'S INN 6/14/2016	10/13/1987 RENEWAL DUE 1 YR	73/689,005	6/14/1988	1,492,727	REGISTERED	42
	42 - RETAIL STORE SERVICES, NAMELY SELLING MEN'S, WOMEN'S AND CHILDREN'S SHOES						
300006.0020.000	SHOEMAKER'S INN & DESIGN 7/19/2016	10/13/1987 RENEWAL DUE 1 YR	73/689,902	7/19/1988	1,497,231	REGISTERED	42
	42 - RETAIL STORE SERVICES, NAMELY SELLING MEN'S, WOMEN'S AND CHILDRENS' SHOES						
300006.0038.000	SIESTA VALLEY COLLECTION & DESIGN 3/15/2013	6/11/1993 RENEWAL DUE 1 YR	74/401,863	3/15/1994	1,826,432	REGISTERED	25
	25 - SHOES						
300006.0044.000	SUPERSOFT 8/6/2015	3/28/1995 RENEWAL DUE 1 YR	74/652,462	8/6/1996	1,990,942	REGISTERED	25
	25 - SHOES						
300006.0032.000	TRIPAD 8/15/2013	4/30/1991 RENEWAL DUE 6 MOS	74/162,361	2/15/1994	1,821,409	REGISTERED	25
	25 - SHOES						

END OF REPORT

Item B					Trademark Applications		
Applicant	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
None.							

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