

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|------------------------|
| APOLLO MERGER COMPANY, INC. | | 11/26/2013 | CORPORATION: DELAWARE |
| AESC HOLDING CORP. | | 11/26/2013 | CORPORATION: DELAWARE |
| ALLEN EDMONDS CORPORATION | | 11/26/2013 | CORPORATION: WISCONSIN |
| APOLLO BUYER HOLDING COMPANY, INC. | | 11/26/2013 | CORPORATION: DELAWARE |
| AESC MANUFACTURING CORP. | | 11/26/2013 | CORPORATION: DELAWARE |
| ALLEN-EDMONDS SALES CORPORATION | | 11/26/2013 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | GENERAL ELECTRIC CAPITAL CORPORATION, as Agent |
| Street Address: | 401 Merritt 7 |
| City: | Norwalk |
| State/Country: | CONNECTICUT |
| Postal Code: | 06851 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|---------|---------------|
| Registration Number: | 2515047 | RECRAFTPAK |
| Registration Number: | 2374254 | RECRAFTING |
| Registration Number: | 1506749 | WOODLORE |
| Registration Number: | 1479246 | ALLEN EDMONDS |
| Registration Number: | 836333 | SHOE BANK |
| Registration Number: | 822911 | ALLEN EDMONDS |
| Registration Number: | 4203180 | ALLEN EDMONDS |

OP \$340.00 2515047

| | | |
|----------------------|----------|---------------------------------|
| Registration Number: | 3673507 | ALLEN EDMONDS SEVEN |
| Registration Number: | 3702832 | LEAVE AN IMPRESSION |
| Registration Number: | 3990695 | THE GREAT AMERICAN SHOE COMPANY |
| Registration Number: | 3439404 | WOODLORE |
| Serial Number: | 85225776 | HONORS COLLECTION |
| Serial Number: | 85954199 | 19 22 |

CORRESPONDENCE DATA

Fax Number: 6173417701
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 6173417729
Email: kschmidt@morganlewis.com
Correspondent Name: Katarzyna Schmidt
Address Line 1: 225 Franklin Street, 16th Floor
Address Line 2: c/o Morgan Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Katarzyna Schmidt

Signature: /Katarzyna Schmidt/

Date: 11/26/2013

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 26, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 26, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among **APOLLO MERGER COMPANY, INC.**, a Delaware corporation, which on the Closing Date was merged with and into **AESC HOLDING CORP.**, a Delaware corporation, and **ALLEN EDMONDS CORPORATION**, a Wisconsin corporation, (the “Borrowers”), each other Credit Party party thereto from time to time, the Lenders from time to time party thereto and GE Capital, as Agent and L/C Issuer, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

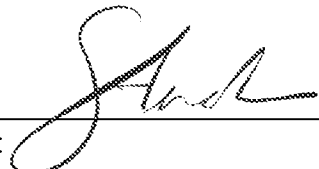
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

APOLLO MERGER COMPANY, INC.

(which on the Closing Date will be merged with and into AESC Holding Corp., with AESC Holding Corp. surviving such merger as a Borrower)

By:  _____
Name:
Title:

The undersigned, AESC Holding Corp., hereby confirms that, as a result of its merger with Apollo Merger Company, Inc., it hereby assumes all of the rights and obligations of Apollo Merger Company, Inc. under this Trademark Security Agreement (in furtherance of, and not in lieu or, any assumption or deemed assumption as a matter of law) and hereby agrees to be joined to this Trademark Security Agreement as a Grantor hereunder.

AESC HOLDING CORP.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

APOLLO MERGER COMPANY, INC.

(which on the Closing Date will be merged with and into AESC Holding Corp., with AESC Holding Corp. surviving such merger as a Borrower)

By: _____

Name:

Title:

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AESC HOLDING CORP.

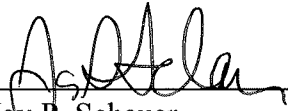
By:  _____

Name: Jay P. Schauer

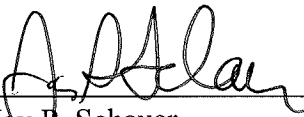
Title: Chief Financial Officer

GRANTORS (con't):

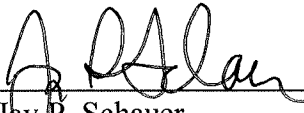
ALLEN EDMONDS CORPORATION

By: 
Name: Jay P. Schauer
Title: Chief Financial Officer

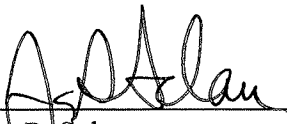
**APOLLO BUYER HOLDING COMPANY,
INC.**

By: 
Name: Jay P. Schauer
Title: Chief Financial Officer

AESC MANUFACTURING CORP.

By: 
Name: Jay P. Schauer
Title: Chief Financial Officer

ALLEN-EDMONDS SALES CORPORATION



By: 
Name: Jay P. Schauer
Title: Chief Financial Officer

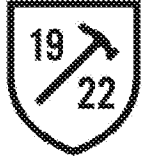
ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: _____
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

| Name of Owner | Mark | Registration/File No. | Registration Date |
|---------------------------|---|------------------------------|--------------------------|
| Allen Edmonds Corporation | RECRAFTPAK | 2,515,047 | 12/04/2001 |
| Allen Edmonds Corporation | RECRAFTING | 2,374,254 | 08/08/2000 |
| Allen Edmonds Corporation |  | 1,506,749 | 10/04/1988 |
| Allen Edmonds Corporation |  | 1,479,246 | 03/08/1988 |
| Allen Edmonds Corporation | SHOE BANK | 836,333 | 10/03/1967 |
| Allen Edmonds Corporation | ALLEN EDMONDS | 822,911 | 01/24/1967 |
| Allen Edmonds Corporation | ALLEN EDMONDS | 4203180 | 09/04/2012 |
| Allen Edmonds Corporation | ALLEN EDMONDS SEVEN | 3673507 | 08/25/2009 |
| Allen Edmonds Corporation | HONORS COLLECTION | 85/225,776 | Filed 01/25/2011 |
| Allen Edmonds Corporation | LEAVE AN IMPRESSION | 3702832 | 10/27/2009 |
| Allen Edmonds Corporation | THE GREAT AMERICAN SHOE COMPANY | 3990695 | 07/05/2011 |
| Allen Edmonds Corporation | WOODLORE | 3439404 | 06/03/2008 |

| Name of Owner | Mark | Registration/File No. | Registration Date |
|---------------------------|---|-----------------------|---------------------|
| Allen Edmonds Corporation |  | 85/954199 | Filed 06/07/2013 |