

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KEUKA FOOTWEAR, INC.		01/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS AGENT
Street Address:	100 FEDERAL STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4413711	KEUKA
Registration Number:	3186620	KEUKA PRO II
Serial Number:	85689826	LIVE.LOVE.LILA
Registration Number:	3489214	SHOEGUARD
Registration Number:	3175006	SUREGRIP

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2023704761
 Email: ipteam@nationalcorp.com
 Correspondent Name: Thomas Fahey
 Address Line 1: 1025 Vermont Avenue NW, Suite 1130
 Address Line 2: National Corporate Research, Ltd.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

900279446

TRADEMARK
 REEL: 005209 FRAME: 0985

OP \$140.00 4413711

ATTORNEY DOCKET NUMBER:	F148334
NAME OF SUBMITTER:	JACQUELINE M. BILLARD
Signature:	/JACQUELINE M. BILLARD/
Date:	02/06/2014
Total Attachments: 6 source=keuka#page2.tif source=keuka#page3.tif source=keuka#page4.tif source=keuka#page5.tif source=keuka#page6.tif source=keuka#page7.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Agreement"), dated January 31, 2014, by Keuka Footwear, Inc., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as agent (the "Agent"), for the benefit of the Secured Parties, pursuant to the agreement titled Third Amended and Restated Security Agreement and dated as of the date hereof (the "Security Agreement").

W I T N E S S E T H:

WHEREAS, prior to the date of this Agreement, the Grantor, among others, on the one hand, and Bank of America, N.A., as collateral agent thereunder, and certain of the Lenders on the other hand, previously entered into the Existing Security Agreement (as defined in the Security Agreement);

WHEREAS, prior to the date of this Agreement, in connection with the Existing Security Agreement, the Grantor and Bank of America, N.A., as collateral agent thereunder, were parties to the Trademark Security Agreement dated January 21, 2011 (the "Existing Trademark Security Agreement");

WHEREAS, by this Agreement, Grantor desires to acknowledge and reaffirm the Existing Liens and acknowledge that the Existing Liens are continuing valid and enforceable first priority perfected Liens in favor of the Agent, for the benefit of the Secured Parties, under the Existing Security Agreement (as modified and restated thereby), in order to secure the Secured Obligations; and

WHEREAS, the Grantor is party to the Security Agreement in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Security Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following collateral of the Grantor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Grantor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in any "intent-to-use" trademark applications for which a statement of use has not been filed (but only until such statement is filed).

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made

and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. This Agreement and the Liens and security interests granted hereunder shall terminate in accordance with Section 2.1(B) of the Security Agreement.

SECTION 5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.


SECTION 6. Reaffirmation. Effective as of the date hereof, Grantor hereby acknowledges and reaffirms the Existing Liens and acknowledges that the Existing Liens are continuing valid and enforceable first priority perfected Liens in favor of the Agent, for the benefit of the Secured Parties, under the Existing Security Agreement and the Existing Trademark Security Agreement, as modified and restated hereby and by the Security Agreement, in order to secure the Secured Obligations. Grantor hereby confirms and agrees that such Liens are hereby ratified and confirmed in all respects in favor of the Agent, for the benefit of the Secured Parties. This Agreement does not discharge or release the Liens or first priority therefor, which shall continue, as modified and restated hereby, without interruption and in full force and effect.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder Of Page Intentionally Left Blank; Signature Page Follows.]

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

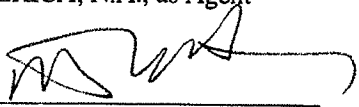
KEUKA FOOTWEAR, INC.

By: 
Name: Roger G Sisson
Title: Sr VP

Accepted and Agreed:

BANK OF AMERICA, N.A., as Agent

By: _____



Name: Matthew Potter

Title: Vice President

Signature Page to Amended and Restated Trademark Security Agreement (Keuka Footwear)

TRADEMARK
REEL: 005209 FRAME: 0990

SCHEDULE 1
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

[see attached]

Keuka Footwear, Inc.
 Trademark Status Report
 January 17, 2014

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
Canada	KEUKA CAFE	Registered	1250070 Mar 10, 2005	683663 Mar 14, 2007	Keuka Footwear, Inc.	Occupational footwear, namely, boots and shoes.
European Union	KEUKA	Registered	010611325 Feb 2, 2012	010611325 Jun 13, 2012	Keuka Footwear, Inc.	25 Footwear.
European Union	KEUKA CAFE	Registered	004333472 Mar 10, 2005	004333472 Mar 9, 2006	Keuka Footwear, Inc.	25 Occupational footwear.
United States	KEUKA	Registered	85822201 Jan 14, 2013	4413711 Oct 8, 2013	Keuka Footwear, Inc.	25 Footwear.
United States	KEUKA PRO II	Registered	78793557 Jan 18, 2006	3186620 Dec 19, 2006	Keuka Footwear, Inc.	25 Slip resistant athletic footwear.
United States	LIVE.LOVE.LILA	Allowed	85689826 Jul 30, 2012		Keuka Footwear, Inc.	25 Footwear.
United States	SHOEGUARD	Registered	77001949 Sep 19, 2006	3489214 Aug 19, 2008	Keuka Footwear, Inc.	25 Footwear, namely, rubbers.
United States	SUREGRIP	Registered	78474959 Aug 27, 2004	3175006 Nov 21, 2006	Keuka Footwear, Inc.	25 Outsole of a shoe sold as a component of non-slip, non-safety occupational shoes.