

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Footwear Group, Inc.		02/02/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NewStar Business Credit, LLC		
Street Address:	8401 N. Central Expressway, Suite 600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4095494	TROTTERS	
Registration Number:	2899145	SOFT WALK	
Registration Number:	2089400	TROTTERS	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	804-788-8331		
Email:	HWITM@hunton.com		
Correspondent Name:	Stephen P. Demm - Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza - East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	73306.47		
NAME OF SUBMITTER:	Stephen P. Demm		
SIGNATURE:	/Stephen P. Demm/		
DATE SIGNED:	02/18/2015		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

February 2, 2015

WHEREAS, PHOENIX FOOTWEAR GROUP, INC. ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain of its affiliates, the lenders party thereto and NewStar Business Credit, LLC, as administrative agent ("Secured Party") have entered into that certain Loan and Security Agreement dated as of February 2, 2015 (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Proprietary Rights (as defined in the Loan Agreement), which includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

GRANTOR:

PHOENIX FOOTWEAR GROUP, INC.

By: 

Name: James R. Riedman

Title: Chairman of the Board, Chief Executive
Officer and President

SECURED PARTY:

NEWSTAR BUSINESS CREDIT, LLC,
as administrative agent

By: _____

Name: Tanner J. Pump

Title: Vice President

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

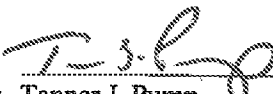
GRANTOR:

PHOENIX FOOTWEAR GROUP, INC.


By: _____
Name: James R. Riedman
Title: Chairman of the Board, Chief Executive
Officer and President

SECURED PARTY:

NEWSTAR BUSINESS CREDIT, LLC,
as administrative agent

By:  _____
Name: Tanner J. Pump
Title: Vice President

Schedule 1
to Trademark
Security Agreement

Mark	Owner	Serial or Reg. No.
	Phoenix Footwear Group, Inc.	4,095,494
	Phoenix Footwear Group, Inc.	2,899,145
TROTTERS	Phoenix Footwear Group, Inc.	2,089,400