

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
Genesco, Inc.		12/01/2006	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	40 Broad Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1042975	BODY TODDYS	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	1585 Broadway		
Address Line 2:	Proskauer Rose LLP Trademark File Room		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	14966-011 GENESCO		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		
Date:	12/04/2006		

CH \$40.00 1042975

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

December
This Trademark Security Agreement (this "Trademark Security Agreement"), dated ~~November~~, 2006, by GENESCO INC., a Tennessee corporation (the "Debtor"), in favor of BANK OF AMERICA, N.A., as collateral agent (the "Collateral Agent"), for the benefit of the Secured Parties, pursuant to the agreement titled Amended and Restated Security Agreement and dated as of the date hereof (the "Security Agreement").

WITNESSETH:

WHEREAS, prior to the date of this Trademark Security Agreement, the Lead Borrower, on the one hand, and Bank of America, N.A., as Administrative Agent thereunder, and the Lenders on the other hand, previously entered into the Existing Credit Agreement pursuant to which the Lenders provided the Lead Borrower with certain financial accommodations to which the Lead Borrower and the Other Borrowers (other than Flagg Bros. of Puerto Rico, Inc.) were jointly and severally liable to the Administrative Agent and the Lenders for the Existing Obligations pursuant to the terms of the Existing Credit Agreement and the other Existing Financing Agreements;

WHEREAS, prior to the date of this Trademark Security Agreement, in connection with the Existing Financing Agreements, the Debtor and Bank of America, N.A. as Administrative Agent thereunder were parties to the Existing Security and Pledge Agreement;

WHEREAS, by this Trademark Security Agreement, Debtor 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 Collateral Agent, for the benefit of the Secured Parties, under the Existing Security and Pledge Agreement (as modified and restated thereby), in order to secure the Obligations; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Debtor hereby agrees with the Collateral 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 Debtor hereby pledges and grants to the Collateral 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 Debtor (collectively, the "Trademark Collateral"):

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

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and the Debtor hereby

acknowledges and affirms that the rights and remedies of the Collateral 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Obligations (excluding Obligations in respect of Hedging Agreements but including contingent or indemnity obligations that the Administrative Agent reasonably believes are likely to arise or be asserted, as provided in Section 9.16(b) of the Credit Agreement), upon the reasonable request of the Debtor, the Collateral Agent shall execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark 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.

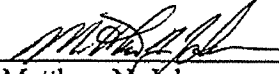
SECTION 6. Reaffirmation. Effective as of the date hereof, Debtor hereby acknowledges and reaffirms the Existing Liens and acknowledges that the Existing Liens are continuing valid and enforceable first priority perfected Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, under the Existing Security and Pledge Agreement, as modified and restated thereby, in order to secure the Obligations. Debtor hereby confirms and agrees that such Liens are hereby ratified and confirmed in all respects in favor of the Collateral Agent, for the benefit of the Secured Parties, which shall remain in full force and effect, except as amended, restated, replaced and superseded hereby or by instruments executed in connection herewith. This Trademark Security Agreement does not discharge or release the Liens or first priority therefor, which shall continue, as modified and restated by the Security Agreement and other Loan Documents, without interruption and in full force and effect. Debtor hereby confirms and agrees that the Existing Security and Pledge Agreement and each other Existing Financing Agreement (excluding any deed of trust, mortgage or similar instrument encumbering Real Estate) to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, in each case as amended, restated, replaced and superseded hereby or by instruments executed in connection herewith, except that on and after the Closing Date all references in any such Existing Financing Agreement to "the Security Agreement", "thereto", "thereof" "thereunder" or words of like import referring to the Existing Security and Pledge Agreement shall mean the Existing Security and Pledge Agreement as amended, restated, replaced and superseded by the Security Agreement and the Pledge Agreements.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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

GENESCO INC.

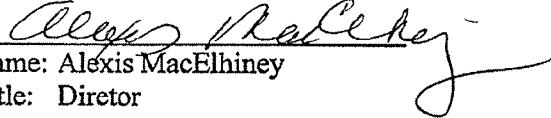
By: 
Name: Matthew N. Johnson
Title: Vice President Finance and Treasurer

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003437 FRAME: 0678

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Alexis MacElhiney
Title: Director

[TRADEMARK SECURITY AGREEMENT – GENESCO INC.]

TRADEMARK
REEL: 003437 FRAME: 0679

GENESCO INC.

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

Trademarks (United States)

MARK	APP. NO.	APP. DATE	REG. NO.
BODY TODDY'S	73058078	July 18, 1975	1042975

Trademarks (States)

MARK	STATE	APP. DATE	REG. NO.
JOURNEYS	US-California	Dec 11, 1987	38145
JOURNEYS	US-Maryland	Dec 11, 1987	199700345
A HERITAGE OF EXCELLENCE SINCE 1850	US-Tennessee	Oct 21, 1988	---
JOURNEYS	US-Tennessee	Dec 11, 1987	---
TRAMPOLINE	US-Tennessee	Jan 18, 1990	---
FOOT SCENE	US-Wisconsin	Aug 21, 1980	---
FOOT SCENE	US-Ohio	Aug 28, 1980	9052
JOHNSTON & MURPHY AFTER HOURS SPORTS	US-Tennessee	Oct 21, 1986	---
BOOT FACTORY	US-Tennessee	Jan 5, 1990	---
SERVICE PLUS	US-Oregon	Sept 8, 1993	---