

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paradox Origination Funding, LLC		08/05/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PENINSULA HOLDINGS, LLC		
Street Address:	14 Kristen Court		
City:	Towaco		
State/Country:	NEW JERSEY		
Postal Code:	07082		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3359823	E-SHOELUTIONS	
Registration Number:	0928349	GRABBER	
Registration Number:	2291073	GRABBERS	
Registration Number:	3062421	IA IRON AGE THE AUTHORITY IN WORKPLACE FOOTWEAR	
Registration Number:	3062420	IA IRON AGE THE AUTHORITY IN WORKPLACE FOOTWEAR	
Registration Number:	3204433	IA IRON AGE WORKPLACE FOOTWEAR	
Registration Number:	2998039	IA IRON AGE	
Registration Number:	1966512	IRON AGE	
Registration Number:	3139027	IRON AGE	
Registration Number:	0634888	IRON AGE	
Registration Number:	2315779	KNAPP	
Registration Number:	2331271	KNAPP	
Registration Number:	0785262	KNAPP SHOES	
Registration Number:	0949859	METAPRO	

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Registration Number:	1082707	SAFE-GARD
Registration Number:	1201228	TWO-SHOT
Registration Number:	3194957	HYDROTEX
Registration Number:	1212263	IRON AGE
Registration Number:	1671179	IRON AGE MAXIMUM
Registration Number:	1677695	IRON AGE SPORTWORK II
Registration Number:	1133194	KNAPP MASTERCRAFT CUSHIONED COMFORT

CORRESPONDENCE DATA

Fax Number: (215)689-4910
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-979-1817
Email: Ccampbell@duanemorris.com
Correspondent Name: Christiane S. Campbell, Esq.
Address Line 1: 30 South 17th Street
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	U1812-00096
NAME OF SUBMITTER:	Christiane S. Campbell, Esq.
Signature:	/csc/
Date:	10/22/2009

Total Attachments: 5
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ASSIGNMENT OF TRADEMARKS

This Assignment is made effective as of the 5th day of August, 2009 between **PARADOX ORIENTATION FUNDING, LLC** a Delaware Limited Liability Company with offices at 885 2nd Avenue-48th Floor, New York, New York 10017 (hereinafter referred to as "Assignor") and **PENINSULA HOLDINGS, LLC**, a New Jersey Limited Liability Company with offices at 14 Kristen Court, Towaco, New Jersey 07082 ("Assignee").

WHEREAS, Assignor, is the sole and exclusive owner of the trademarks and service marks set forth on **Schedule A**, attached hereto and made a part hereof, including the goodwill specifically associated with such trademarks (the "Trademarks"), and

WHEREAS, the parties entered into a Bill of Sale and Assignment Agreement on August 5, 2009, pursuant to which Assignor agreed to assign to Assignee certain of Assignor's intellectual property assets, including but not limited to the Trademarks.

NOW, THEREFORE, for the sum of one dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby freely acknowledged, Assignor does hereby assign, grant and convey to Assignee and its successors and assigns:

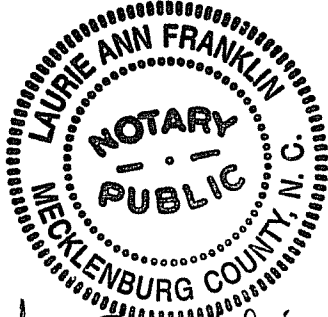
1. All right, title and interest in and to the Trademarks, together with the goodwill of the business associated with the use of and symbolized by the Trademarks, and any and all applications (including both use and intent-to-use applications) and issued registrations with respect to the same, and the right to sue for past infringements and unauthorized uses of the Trademarks.

2. All right, title, and interest in and to any other trademarks and service marks utilized in connection with products and/or services manufactured, marketed, distributed and/or sold by and/or on behalf of Assignor, if any, whether or not registered, together with the goodwill of the business associated with the use of and symbolized by such marks and names, any associated registrations of such marks and names, and the right to sue and bring action for any and all infringements and unauthorized uses of such marks and names.

3. Assignor will, upon request of Assignee, execute any other documents which may be necessary or appropriate to perfect in Assignee the rights, title and interest herein conveyed in the United States or in any other country.

This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original; together, such counterparts shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 5th day of August, 2009.



SEAL

Attest:

Laurie Ann Franklin
Signature of Notary

Date: August 5, 2009

My Commission Expires April 6, 2010

SEAL

Attest:

[Signature]
Signature of Notary

Date: Sept 1, 2009

MARNI ELYSE WEISS
Notary Public, State of New York
No. 02WE6098577
Qualified in New York County
Commission Expires September 15, 2011

ASSIGNOR:

PARADOX ORIGATION FUNDING,
LLC

[Signature]
By: Edward Hill

Date: August 5, 2009, 2009

ASSIGNEE:

PENINSULA HOLDINGS, LLC




Lisa Goldman
By: ~~_____~~ Lisa Goldman





Date: Sept. 1, 2009

SCHEDULE A

Trademarks and Service Marks

U.S. TRADEMARKS:

MARK	REG./APP. NO.'S	CLASSES	NEXT MAINTENANCE DATE
e-SHOEutions	3,359,823 - 78/960,811	42	12/25/2013
GRABBER	928,349 - 72/381,260	09	2/1/2012
GRABBERS	2,291,073 - 75/530,025	25	11/9/2009
	3,062,421 - 78/460,219	25	2/28/2012
	3,062,420 - 78/460,216	35	2/28/2012
	3,204,433 - 78/460,218	25	1/30/2013
IRON AGE	2,998,039 - 78/460,215	25	9/20/2011
IRON AGE	1,966,512 - 74/626,667	42	4/9/2016
IRON AGE	3,139,027 - 78/727,724	09	9/5/2012
Iron Age	634,888 - 72/001,059	25	9/25/2016
KNAPP	2,315,779 - 75/522,896	25	2/8/2010
KNAPP	2,331,271 - 75/536,442	35	3/21/2010

MARK	REG./APP. NO.'S	CLASSES	NEXT MAINTENANCE DATE
	785,262 - 72/189,710	25	2/16/2015
METAPRO	949,859 - 72/408,395	09	1/2/2013
SAFE-GARD	1,082,707 - 73/125,367	25	1/17/2018
TWO-SHOT	1,201,228 - 73/283,785	25	7/13/2012
HYDROTEX	3,194,957 - 78/475,133	25	1/2/2013
	1,212,263 - 73/314,475	09	10/12/2012
IRON AGE MAXIMUM	1,671,179 - 74/070,897	25	1/7/2012
	1,677,695 - 74/070,762	25	3/3/2012
	1,133,194 - 73/177,390	25	4/15/2010

FOREIGN TRADEMARKS

COUNTRY	MARK	REG./APP. NO.'S	CLASSES	RENEWAL DATE
Australia	IRON AGE	822342 - 822342	25, 35	2/3/2010
Benelux	IRON AGE	488506 - 488206	25	12/7/2010
Canada	E- SHOELUTIONS	TMA598646 - 1082028	35	1/6/2019
Canada	GRABBERS	TMA541750 - 1000898	N/A	3/1/2016

COUNTRY	MARK	REG./APP. NO.'S	CLASSES	RENEWAL DATE
Canada	IRON AGE	TMA223537 - 401496	N/A	10/7/2022
Canada	IRON AGE	TMA473865 - 775314	N/A	3/26/2012
Canada	SAFE-GARD	TMA511663 - 869158	N/A	5/10/2014
China	IRON AGE	642723 - 92031129	25	5/19/2013
Denmark	IRON AGE	VR02318/1981 - VA05231/1980	25	9/4/2011
European Community	GRABBERS	005341599 - 005341599	09, 25	10/5/2012
European Community	IRON AGE	04911641 - 4911641	09, 25, 35	2/20/2016
France	IRON AGE	1621306 - 243299	25	10/14/2010
Germany	IRON AGE	1022860 - C29823/25 Wz	25	11/30/2010
Hong Kong	IRON AGE	04875/1993 - 92/11108	09	5/11/2013
Japan	IRON AGE	3338462 - H07- 080174	25	8/8/2017
Mexico	IRON AGE	419038 - 111295	25	4/22/2011
New Zealand	IRON AGE	607635 - 607635	25	2/3/2017
New Zealand	IRON AGE	607636 - 607636	35	2/3/2017
Norway	IRON AGE	110047 - 19803361	25	12/3/2011
South Korea	IRON AGE	386476 - 96- 12449	09, 25	12/15/2017
South Korea	IRON AGE	41362 - 96/3290	35	2/19/2018
Sweden	IRON AGE	176255 - 10911	N/A	4/16/2011
United Kingdom	IRON AGE	1512133 - 1512133	09	9/9/2009
United Kingdom	IRON AGE	1144205 - 1144205	25	11/19/2011
United Kingdom	GRABBERS	2233084 - 2233084	25	5/18/2010