

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
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:	MEDLEY CAPITAL CORPORATION, AS AGENT
Street Address:	375 PARK AVENUE
Internal Address:	33RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10152
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2515047	RECRAPTPAK
Registration Number:	2374254	RECRAPTING
Registration Number:	1506749	WOODLORE
Registration Number:	1479246	ALLEN EDMONDS
Registration Number:	0836333	SHOE BANK
Registration Number:	0822911	ALLEN EDMONDS
Registration Number:	4203180	ALLEN EDMONDS

CH \$340.00 2515047

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

CORRESPONDENCE DATA

Fax Number: 2138308743
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 213-680-6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: KIMBERLEY A. LATHROP
Address Line 1: BINGHAM MCCUTCHEN LLP
Address Line 2: 355 SOUTH GRAND AVENUE
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0010973.368107
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
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 Medley Capital Corporation, 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 Agent, the Lenders 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 and Agent to enter into the Credit Agreement and to induce the Lenders 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.


[remainder of page intentionally left blank]

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:

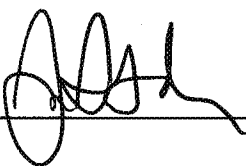
APOLLO MERGER COMPANY, INC.

(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:

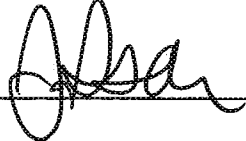
The undersigned, AESC Holding Corp., hereby confirms that, as a result of its merger with Apollo Merger Company, Inc., it hereby assumes all of the rights and obligations of Apollo Merger Company, Inc. under this Trademark Security Agreement (in furtherance of, and not in lieu or, any assumption or deemed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

AESC HOLDING CORP.

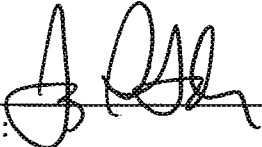
By:  _____
Name:
Title:

GRANTORS (con't):

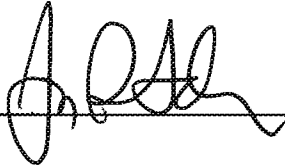
ALLEN EDMONDS CORPORATION

By:  _____
Name:
Title:

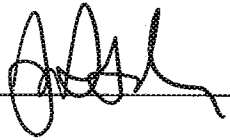
**APOLLO BUYER HOLDING COMPANY,
INC.**

By:  _____
Name:
Title:

AESC MANUFACTURING CORP.

By:  _____
Name:
Title:

ALLEN-EDMONDS SALES CORPORATION

By:  _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:



MEDLEY CAPITAL CORPORATION,
as Agent

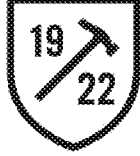
By: 
Name: Richard Allorto
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005162 FRAME: 0204

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