

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GAKM Resources Corporation		10/30/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bear Stearns Corporate Lending Inc.
<b>Street Address:</b>	383 MADISON AVENUE
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10179
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 68**

Property Type	Number	Word Mark
Registration Number:	0308608	
Registration Number:	0711571	FLUFFIES
Registration Number:	0740958	SILVER TOE
Registration Number:	0761381	ADAM'S RIB
Registration Number:	0770388	
Registration Number:	0770389	GOLD TOE
Registration Number:	0819545	
Registration Number:	1592084	COLOR MATCH
Registration Number:	1723914	
Registration Number:	1780355	GOLD TOE
Registration Number:	1802161	ALL PRO
Registration Number:	1837930	GOLD TOE
Registration Number:	1924671	GOLD TOE CLASSIC
Registration Number:	1994946	LEGEND BY GOLD TOE

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Registration Number:	2056422	
Registration Number:	2114401	FOR ALL WALKS OF LIFE
Registration Number:	2139828	PERFECT FIT
Registration Number:	2160214	GOLD CLUB
Registration Number:	2163413	STANDARD OF QUALITY
Registration Number:	2240936	ALL WALKS OF LIFE
Registration Number:	2275026	SILVERGARD
Registration Number:	2525702	FALL PROOF
Registration Number:	2540661	
Registration Number:	2586443	GOLD TOE GEAR
Registration Number:	2621864	GREAT AMERICAN SOCKS
Registration Number:	2673300	EZ MATCH
Registration Number:	2694015	AURO
Registration Number:	2704278	
Registration Number:	2707500	GOLD STANDARD
Registration Number:	2727767	GOLD TOE PLATINUM
Registration Number:	2751345	DURA+MATES
Registration Number:	2751736	GOLD TOE
Registration Number:	2770527	
Registration Number:	2781598	G
Registration Number:	2781599	G
Registration Number:	2790737	G
Registration Number:	2799496	
Registration Number:	2801963	
Registration Number:	2822294	
Registration Number:	2831431	
Registration Number:	2838566	GOLDTOE MAX
Registration Number:	2846805	CUSHION TEC
Registration Number:	2879864	SILVER TOE
Registration Number:	2951935	TODAY'S CASUAL
Registration Number:	2979644	EVER WEAR
Registration Number:	3006302	AQUAFX
Registration Number:	3043541	MAX SPUN
Registration Number:	3104313	TREADWELL
Registration Number:	3119227	

Registration Number:	3131112	SILVER TOE GEAR
Serial Number:	78656571	ALL PRO
Serial Number:	78483715	AURO
Serial Number:	77005397	ECO-FX
Serial Number:	78711772	FRESHCARE
Serial Number:	77023665	GOLDTOE
Serial Number:	78707924	GOLD TOE PREMIER
Serial Number:	78937990	GOLD TOE SOLEUTION
Serial Number:	78508163	GT A GOLD TOE BRAND
Serial Number:	76653542	GT A GOLD TOE BRAND
Serial Number:	78490546	LEGEND BY GOLD TOE BRANDS
Serial Number:	78831280	PERFECT FIT
Serial Number:	78695196	PRIMERA
Serial Number:	77010318	PRO A GOLD TOE BRAND
Serial Number:	78370459	
Serial Number:	78938054	SOLEUTION
Serial Number:	78585160	TEMPFX
Serial Number:	78774822	THERMO SHIELD
Serial Number:	78958687	ULTRA TEC

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0234 (1ST-GAKM)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	11/07/2006

Total Attachments: 12  
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GRANT OF FIRST LIEN SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

This **GRANT OF FIRST LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS**, dated as of October 30, 2006 (as amended, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is made by each of the signatories hereto (collectively, the "**Grantors**") in favor of **BEAR STEARNS CORPORATE LENDING INC. ("Bear")**, as Administrative and Collateral Agent for the Secured Parties (in such capacity, the "**Collateral Agent**") (as defined in the Credit Agreement referred to below).

WHEREAS, **GOLD TOE INVESTMENT CORP.**, a Delaware corporation (to change its name to GTM Holdings, Inc.) (the "**Borrower**"), and certain subsidiaries of the Borrower have entered into that certain First Lien Credit Agreement, dated as of October 30, 2006 (as amended, restated, supplemented, and/or otherwise modified from time to time, the "**Credit Agreement**"), with the Lenders from time to time party thereto, and Bear, as Administrative Agent and Collateral Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain First Lien Intellectual Property Security Agreement, dated as of October 30, 2006, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "**Intellectual Property Security Agreement**").

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Intellectual Property Security Agreement, and, if not therein defined, in the Credit Agreement

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a first lien security interest in and to all of such Grantor's right, title and interest in and to the Trademarks (as defined in the Intellectual Property Security Agreement), including, without limitation, those items listed on Schedule I hereto (the "**Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

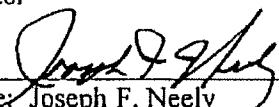
SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement and the Credit Agreement, the terms and provisions of which (including the rights and remedies of each party hereto provided for therein) are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Trademark Security Agreement are in conflict with the Intellectual Property Security Agreement or the Credit Agreement, the provisions of the Intellectual Property Security Agreement or the Credit Agreement shall govern.

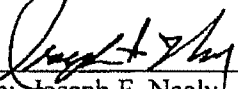
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**GAKM RESOURCES CORPORATION, as Grantor**

By:   
Name: Joseph F. Neely  
Title: President

**GTB HOLDING CORP., as Grantor**

By:   
Name: Joseph F. Neely  
Title: President

**MORETZ, INC., as Grantor**

By: \_\_\_\_\_  
Name: John M. Moretz  
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written


**GAKM RESOURCES CORPORATION**, as  
Grantor

By: \_\_\_\_\_  
Name: Joseph F. Neely  
Title: President

**GTB HOLDING CORP.**, as Grantor

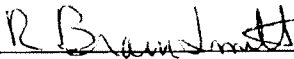
By: \_\_\_\_\_  
Name: Joseph F. Neely  
Title: President

**MORETZ, INC.**, as Grantor

By:  \_\_\_\_\_  
Name: John M. Moretz  
Title: President and Chief Executive Officer



**BEAR STEARNS CORPORATE LENDING  
INC.,**  
as Collateral Agent

By:   
Authorized Signatory

Richard Bram Smith  
Vice President

[First Lien Trademark Security Agreement]

Schedule 1

TRADEMARKS OWNED BY GAKM RESOURCES CORPORATION

*Trademark Registrations and Applications*

<u>Mark and Country of Registration</u>	<u>Application No.</u>	<u>Registration No.</u>
<b>ADAMS RIB</b> <i>United States</i>	72/122805	761381
<b>ALL PRO</b> <i>United States</i>	74/323039	1802161
<b>ALL PRO</b> <i>United States</i>	78/656571	
<b>ALL WALKS OF LIFE</b> <i>United States</i>	75/050736	2240936
<b>AQUAFX AND DESIGN</b> <i>United States</i>	76/590545	3006302
<b>AURO</b> <i>United States</i>	78/483715	
<b>AURO</b> <i>United States</i>	76/276434	2694015
<b>COLOR MATCH</b> <i>United States</i>	73/764138	1592084
<b>CUSHION TEC</b> <i>United States</i>	78/206201	2846805
<b>DEVICE OF SOCK W/MAG GLASS</b> <i>United States#</i>	72/155148	770388
<b>DEVICE OF SOCK W/MAG GLASS</b> <i>United States</i>	72/229650	819545
<b>DURA+MATES</b> <i>United States</i>	78/070524	2751345
<b>ECO-FX and Design</b> <i>United States</i>	77/005397	
<b>EVER WEAR</b> <i>United States</i>	78/336231	2979644
<b>EZ MATCH</b> <i>United States</i>	78/071212	2673300
<b>FALL PROOF</b> <i>United States</i>	75/727363	2525702

<b>FLUFFIES</b> <i>United States</i>	72/097305	711571
<b>FOR ALL WALKS OF LIFE</b> <i>United States</i>	74/525534	2114401
<b>FRESHCARE and Design</b> <i>United States</i>	78/711772	
<b>G AND DESIGN</b> <i>United States</i>	76/463729	2781599
<b>G AND DESIGN (on Sole of Sock)</b> <i>United States</i>	76/463730	2790737
<b>G AND DESIGN IN SQUARE</b> <i>United States</i>	76/463728	2781598
<b>GOLD CLUB</b> <i>United States</i>	75/242778	2160214
<b>GOLD COLORING ON TOE OF SOCK</b> <i>United States</i>	71/3140286	308608
<b>GOLD RING DESIGN</b> <i>United States</i>	78/466145	3119227
<b>GOLD RINGS (three rings)</b> <i>United States</i>	76/463727	2801963
<b>GOLD STANDARD</b> <i>United States</i>	76/041120	2707500
<b>GOLD STRIPE DESIGN</b> <i>United States</i>	74/680710	2056422
<b>GOLD STRIPE DESIGN (Principal Register)</b> <i>United States</i>	76/401214	2704278
<b>GOLD TOE</b> <i>United States</i>	77/023665	
<b>GOLD TOE</b> <i>United States</i>	74/239513	1780355
<b>GOLD TOE</b> <i>United States</i>	76/179968	2751736
<b>GOLD TOE</b> <i>United States</i>	72/155149	770389
<b>GOLD TOE (FANCIFUL PRINT)</b> <i>United States</i>	74/239325	1837930

<b>GOLD TOE AND GOLD HEEL</b> <i>United States</i>	76/462707	2831431
<b>GOLD TOE CLASSIC</b> <i>United States</i>	74/323035	1924671
<b>GOLD TOE GEAR</b> <i>United States</i>	76/135132	2586443
<b>GOLD TOE MAX</b> <i>United States</i>	78/198092	2,838,566
<b>GOLD TOE PLATINUM</b> <i>United States</i>	76/197694	2727767
<b>GOLD TOE PREMIER</b> <i>United States</i>	78/707924	
<b>GOLD TOE SOLEUTION and design</b> <i>United States</i>	78/937990	
<b>GOLD TRED DESIGN MARK</b> <i>United States</i>	76/435363	2822294
<b>GREAT AMERICAN SOCKS</b> <i>United States</i>	75/908810	2621864
<b>GT A GOLD TOE BRAND</b> <i>United States</i>	78/508163	
<b>GT A GOLD TOE BRAND DESIGN</b> <i>United States</i>	76/653542	
<b>LEGEND BY GOLD TOE</b> <i>United States</i>	74/668550	1994946
<b>LEGEND BY GOLD TOE BRANDS</b> <i>United States</i>	78/490546	
<b>MAXSPUN AND DESIGN</b> <i>United States</i>	76/590936	3043541
<b>PERFECT FIT</b> <i>United States</i>	78/831280	
<b>PERFECT FIT</b> <i>United States</i>	75/103283	2139828
<b>PRIMERA</b> <i>United States</i>	78/695196	
<b>PRO A GOLD TOE BRAND</b> <i>United States</i>	77/010318	

<b>SANTA DESIGN</b> <i>United States</i>	74/164330	1723914
<b>SILVER COLORING ON TOE OF SOCK</b> <i>United States</i>	75/630275	2770527
<b>SILVER RINGS (three rings)</b> <i>United States</i>	78/370459	
<b>SILVER TOE</b> <i>United States</i>	72/132671	740958
<b>SILVER TOE</b> <i>United States</i>	76/179967	2879864
<b>SILVER TOE GEAR</b> <i>United States</i>	78/554285	3131112
<b>SILVER TRED DESIGN MARK</b> <i>United States</i>	76/435362	2799496
<b>SILVERGARD</b> <i>United States</i>	75/446984	2275026
<b>SOLEUTION and design</b> <i>United States</i>	78/938054	
<b>STANDARD OF QUALITY</b> <i>United States</i>	75/197421	2163413
<b>TEMPFX and Design</b> <i>United States</i>	78/585160	
<b>THERMO SHIELD AND DESIGN</b> <i>United States</i>	78/774822	
<b>TODAY'S CASUAL</b> <i>United States</i>	75/860956	2951935
<b>TOE PRINT LOGO</b> <i>United States</i>	74/666328	2,540,661
<b>TREADWELL</b> <i>United States</i>	76/461806	3104313
<b>ULTRA TEC and design</b> <i>United States</i>	78/958687	

TRADEMARKS OWNED BY GTB HOLDING CORP.

*Trademark Registrations and Applications*

<u>Mark and Country of Registration</u>	<u>Application No.</u>	<u>Registration No.</u>
<b>SANFORSET</b> <i>United States</i>		438775
<b>SANFORIZED</b> <i>United States</i>		408781
<b>SANFORIZED</b> <i>United States</i>		408780

TRADEMARKS OWNED BY MORETZ, INC.

*Trademark Registrations and Applications*

<u>Mark and Country of Registration</u>	<u>Application No. and Date</u>	<u>Registration No. and Date</u>
<b>COLOUR YOUR WORLD</b> <i>United States</i>	74/033,766 02/28/1990	1,626,082 12/04/1990
<b>FOOT UNDIES</b> <i>United States</i>	74/325,824 10/26/1992	1,987,386 07/16/1996
<b>Footbed Design</b> <i>United States</i>	78/323,954 11/06/2003	2,959,499 06/07/2005
<b>FRESH SOLES</b> <i>United States</i>	75,622,752 01/19/1999	2,331,852 03/21/2000
<b>FUSIONSOX</b> <i>United States</i>	78/826712 03/01/2006	
<b>GOLDLINE</b> <i>United States</i>	75/679,982 04/12/1999	2,335,630 03/28/2000
<b>GOLDPLUS</b> <i>United States</i>	76/528,714 07/09/2003	2,950,960 05/17/2005
<b>HYDROWOOL</b> <i>United States</i>	78/743,572 10/31/2005	
<b>INTELLI-SOLES</b> <i>United States</i>	78/494,624 10/05/2004	3102047 06/06/2006
<b>Misc. Design</b> <i>United States</i>	76/339,324 11/19/2001	2,954,083 05/24/2005
<b>MORETZ</b> <i>United States</i>	74/033,024 02/27/1990	1,686,493 05/12/1992
<b>MORETZ and Medallion Design</b> <i>United States</i>	74/033,025 02/27/1990	1,633,270 01/29/1991
<b>MORETZ &amp; Wing Design</b> <i>United States</i>	74/032,998 02/27/1990	1,624,975 11/27/1990
<b>MORETZ ATHLETICS</b> <i>United States</i>	75/225,394 01/14/1997	2,168,547 06/23/1998
<b>ONE SOX YOUR SPORTS</b> <i>United States</i>	75/650,362 02/26/1999	2,319,376 02/15/2000
<b>OUTDOOR ADVENTURE</b> <i>United States</i>	78/382,476 03/11/2004	
<b>PERFORMANCE ZONE</b> <i>United States</i>	78/382,460	

<b>POWERMoves</b> <i>United States</i>	78/114,449 03/13/2002	2,796,096 12/16/2004
<b>POWER PLAY</b> <i>United States</i>	73/239,207 11/15/1979	1,197,967 06/15/1982
<b>POWER SOX</b> <i>United States</i>	74/559,762 08/11/1994	1,997,463 08/12/1996
<b>POWERPLAYER</b> <i>United States</i>	76/493,368	
<b>POWERTHICKS</b> <i>United States</i>	78/262007 06/13/2003	2,861,680 07/06/2004
<b>PRO-THICKS</b> <i>United States</i>	75/650,363 02/26/1999	2,319,377 02/15/2000
<b>SOFTOUCH</b> <i>United States</i>	78/156,381 08/21/2002	2,760,427 09/02/2003
<b>SOLE 2 SOUL</b> <i>United States</i>	78/179,095 10/28/2002	3,060,831 02/21/2006
<b>SOXMATES</b> <i>United States</i>	78/222,463 03/06/2003	2,849,746 06/01/2004
<b>VAPOR TECH (Stylized)</b> <i>United States</i>	75/185,623 10/22/1996	2,075,900 07/01/1997
<b>Wings Design in Diamond</b> <i>United States</i>	78/448,224 07/09/2004	3,005,806 10/11/2005
<b>Wings Design in Diamond</b> <i>United States</i>	78/448,227 07/09/2004	3104992 06/13/2006