

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company		12/12/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Athlete's Foot Brands, Inc.
Street Address:	1950 VAUGHN ROAD
City:	KENNESAW
State/Country:	GEORGIA
Postal Code:	30144
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1094685	THE ATHLETE'S FOOT
Registration Number:	1634135	THE ATHLETE'S FOOT
Registration Number:	1631948	THE ATHLETE'S FOOT
Registration Number:	1632670	THE ATHLETE'S FOOT
Registration Number:	1631686	THE ATHLETE'S FOOT
Registration Number:	1781509	
Registration Number:	1821855	
Registration Number:	1889497	SPORTS WRAP
Registration Number:	2209347	THE ATHLETE'S FOOT
Registration Number:	1953326	NOBODY KNOWS THE ATHLETE'S FOOT LIKE THE ATHLETE'S FOOT
Registration Number:	2392475	LOCKER ROOM
Registration Number:	2201976	
Registration Number:	2193462	MAKE IT FLY

CH \$390.00 1094685

Registration Number:	2308686	THE ATHLETE'S FOOT
Registration Number:	2513753	THE LOCKER ROOM

CORRESPONDENCE DATA

Fax Number: (212)310-1659
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-626-4557
Email: lisa.w.rosaya@bakernet.com
Correspondent Name: Lisa W. Rosaya
Address Line 1: 1114 Avenue of the Americas
Address Line 2: 44th floor
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	56163562-04
NAME OF SUBMITTER:	Lisa W. Rosaya
Signature:	/lwr/
Date:	01/03/2007

Total Attachments: 3
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December 12, 2006

Wilmington Trust Company
Rodney Square North
1100 North Market Square
Wilmington Delaware 19890

Attention: Corporate Trust Administration

Re: Athlete's Foot Brands, LLC

Ladies and Gentlemen:

Reference is made to that certain Indenture (as the same may have been supplemented, amended or otherwise modified from time to time, the "Indenture"), dated as of August 1, 2003, by and between Athlete's Foot Brands, Inc., a Delaware corporation (now known as Athlete's Foot Brands, LLC) and Wilmington Trust Company, a Delaware banking corporation, acting not in its individual capacity, but solely as trustee (the "Trustee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings given thereto in the Indenture.

The Indenture has been satisfied and discharged pursuant to Section 5.1 of the Indenture. In connection with the same, in accordance with Section 5.3 of the Indenture, the Issuer hereby directs you, in your capacity as the Trustee, to execute all documents (including without limitation any UCC Form 3) necessary to discharge all Liens filed with any Governmental Authority with respect to the Collateral (the "Release Documents").

In connection with the execution of the Release Documents, Athlete's Foot Marketing Associates, LLC, a Delaware limited liability company ("AFMA"), who, prior to the satisfaction and discharge of the Indenture, was the sole parent of the Issuer, hereby agrees to indemnify the Trustee (including in its individual capacity), its officers, directors, employees and agents for, and to hold them harmless against, any loss, liability, obligation, damage, penalty, tax, claim, action, investigation, proceeding, cost, disbursement or expense incurred without negligence or bad faith on their part, arising out of or in connection with the Trustee's execution of the Release Documents, including the reasonable costs and expenses of defending themselves against any claim or liability in connection with such execution.

This letter agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute one and the same agreement.

This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter agreement will be governed by and construed in accordance with the substantive laws of the State of New York.

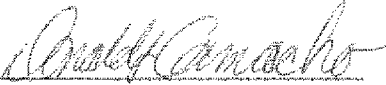
Neither this letter agreement nor any term hereof may be changed, waived, discharged or terminated except by a writing signed by the party against whom enforcement of such change, waiver, discharge or termination is sought.

Very truly yours,

ATHLETE'S FOOT BRANDS, LLC

By: 
Name: David Meister
Title: Senior Vice President

ATHLETE'S FOOT MARKETING ASSOCIATES, LLC

By: 
Name: Donald J. Camacho
Title: Senior Vice President

Acknowledged and agreed to
as of the date first above written:

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee

By: _____
Name:
Title:

This letter agreement will be governed by and construed in accordance with the substantive laws of the State of New York.

Neither this letter agreement nor any term hereof may be changed, waived, discharged or terminated except by a writing signed by the party against whom enforcement of such change, waiver, discharge or termination is sought.

Very truly yours,

ATHLETE'S FOOT BRANDS, LLC


By: _____
Name:
Title:

ATHLETE'S FOOT MARKETING ASSOCIATES, LLC

By: _____
Name:
Title:

Acknowledged and agreed to
as of the date first above written:

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee

By:  _____
Name: Charisse L. Rodgers
Title: Vice President