

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rocky Brands, Inc.		05/25/2007	CORPORATION: OHIO
Lifestyle Footwear, Inc.		05/25/2007	CORPORATION: DELAWARE
Rocky Brands Wholesale LLC		05/25/2007	LIMITED LIABILITY COMPANY: DELAWARE
Rocky Brands Retail LLC		05/25/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Laminar Direct Capital L.P.
<b>Street Address:</b>	10000 Memorial Drive
<b>Internal Address:</b>	Suite 500
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77024
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 102**

Property Type	Number	Word Mark
Registration Number:	2783005	ADVANTA-FLEX
Registration Number:	2766744	ALPHAFORCE
Registration Number:	862801	ASTRO
Registration Number:	2538542	AQUA GUARD
Registration Number:	2759986	BEACON STRATEGIC RESOURCING
Registration Number:	1974865	BEAR CLAW
Registration Number:	2515098	BOOTS UNLIMITED
Registration Number:	2534492	CAMO-TEK
Registration Number:	831865	CHIEFTAN

OP \$2565.00 2783005

Registration Number:	1897612	CORNSTALKERS
Registration Number:	3057432	
Registration Number:	1530972	EJ
Registration Number:	1250453	FARM MASTERS
Registration Number:	2595571	FIRSTMED
Registration Number:	2789949	FLX-POINT
Registration Number:	2466342	FORMZ
Registration Number:	2967416	G
Registration Number:	1319524	GATES
Registration Number:	2743239	GATES
Registration Number:	1174311	GATES GLOVES
Registration Number:	1439249	GATES LITE
Registration Number:	1558154	GATES ULTRA LITE
Registration Number:	2515692	LONGBEARD
Registration Number:	256338	PARACORD
Registration Number:	781810	PONDEROSA
Registration Number:	2820566	PROHUNTER
Registration Number:	1577871	ROCKY
Registration Number:	2538870	ROCKY
Registration Number:	2538872	ROCKY
Registration Number:	2898894	ROCKY
Registration Number:	3132278	ROCKY 911 SERIES
Registration Number:	1313519	ROCKY BOOTS
Registration Number:	2200673	ROCKY BOOTS
Registration Number:	2587482	ROCKY ELIMINATOR
Registration Number:	2730726	SAWBLADE
Registration Number:	1504024	SIGNATURE TOUR QUALITY FOOTWEAR
Registration Number:	2982826	SILENTHUNTER
Registration Number:	1955171	SNOW STALKER
Registration Number:	871822	SPORTSET
Registration Number:	1975747	STALKERS
Registration Number:	2307328	TAC-TEAM
Registration Number:	2801594	TORQUE SUSPENSION SYSTEM
Registration Number:	873081	TRAIL KING
Registration Number:	1537440	TRIAD

Registration Number:	2398135	ULTRA 900
Registration Number:	2642990	WILD WOLF
Registration Number:	2760278	WILD WOLF
Registration Number:	2664307	ARCTIC TOE
Registration Number:	2421991	BARNSTORMERS
Registration Number:	2978004	CLIMATRAC
Registration Number:	1689129	COMFORT CORE
Registration Number:	2288942	D.TECH
Registration Number:	790751	DURANGO
Registration Number:	2304436	DURANGO
Registration Number:	2562205	DURANGO
Registration Number:	2660084	DURANGO
Registration Number:	1758465	FARM & RANCH
Registration Number:	3133612	FIELD LITE
Registration Number:	1333323	GEORGIA BOOT
Registration Number:	3037187	GEORGIA GIANT
Registration Number:	2421992	MUD DOG
Registration Number:	1154957	NORTHLAKE
Registration Number:	3052222	PROTECH
Registration Number:	1758466	SHADES OF THE OLD WEST
Registration Number:	1919870	SNAKE RIVER
Registration Number:	3215754	X-10
Registration Number:	2628723	FIT FOR SAFETY
Registration Number:	2565788	FIT FOR WORK
Registration Number:	3039424	L
Registration Number:	1103936	LEHIGH
Registration Number:	658172	LEHIGH "FOOTSHIELDS
Registration Number:	783691	LOCKRIM
Registration Number:	2201252	L.S.R.
Registration Number:	1159250	MIRA-LUG
Registration Number:	1530662	NUGUARD 75
Registration Number:	2395071	PROMISE PLUS
Registration Number:	2891737	SLIP GRIPS
Registration Number:	2579908	SWAMPERS
Registration Number:	2565267	US 1

Serial Number:	77054878	DURANGO MUSTANG
Serial Number:	78655300	INTER-FLEX
Serial Number:	78720437	INTER FLX
Serial Number:	77149083	LONGBEARD
Serial Number:	78471685	PRO-HIKER
Serial Number:	77022459	PROHUNTER
Serial Number:	77165283	S2V
Serial Number:	77174116	SHARPS GUARD
Serial Number:	77101504	SILENTHUNTER SUEDE
Serial Number:	76345733	SMART GLOVE BY GATES
Serial Number:	77002482	TECHNO-RIDE
Serial Number:	78720442	TRAILBLADE
Serial Number:	77048951	WOODS N' WORK
Serial Number:	77030309	WORKSMART
Serial Number:	78647155	XSP
Serial Number:	76606797	CONSTRUX
Serial Number:	76635030	DURANGO
Serial Number:	77149076	G
Serial Number:	76635029	GEORGIA WORKWEAR
Serial Number:	77148522	THE G LINE
Registration Number:	0516495	BARCLAY
Registration Number:	2553070	SILENTHUNTER
Registration Number:	2166173	AOG

**CORRESPONDENCE DATA**

Fax Number: (919)416-8363  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 9192868041  
Email: pto\_tmconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	033532.074TSA
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/

**TRADEMARK**

**REEL: 003580 FRAME: 0824**

Date:

07/16/2007

**Total Attachments: 18**

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This Trademark Security Agreement is subject to the provisions of that certain Intercreditor Agreement (as may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Intercreditor Agreement") dated as of May 25, 2007 among Laminar Direct Capital L.P., GMAC Commercial Finance LLC, Rocky Brands, Inc. and certain subsidiaries of Rocky Brands, Inc., and each party to this Trademark Security Agreement, by its acceptance hereof, shall be bound by the provisions of the Intercreditor Agreement.

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, entered into as of May 25, 2007, by and among **ROCKY BRANDS, INC.**, an Ohio corporation ("Parent"), **LIFESTYLE FOOTWEAR, INC.**, a Delaware corporation ("Lifestyle"), **ROCKY BRANDS WHOLESALE LLC**, a Delaware limited liability company ("Rocky Wholesale") and **ROCKY BRANDS RETAIL LLC**, a Delaware limited liability company ("Rocky Retail", and together with Parent, Lifestyle and Rocky Wholesale, the "Grantors", and each a "Grantor"), to and in favor of Laminar Direct Capital L.P., a Delaware limited partnership, as collateral agent (in such capacity "**Agent**") for the Purchasers identified in the Note Purchase Agreement (the "Purchase Agreement") among the Grantors, the Agent and the Purchasers party thereto dated of even date herewith (in such capacity, the "Secured Party").

### WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, the Purchasers have severally agreed to purchase certain Senior Term Notes (as defined in the Purchase Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is party to a Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") and each Grantor is required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement and the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Purchasers and the Secured Party to enter into the Purchase Agreement and to induce the Purchasers to purchase the Senior Term Notes thereunder, each Grantor hereby agrees with the Secured Party as follows:

SECTION 1. **Defined Terms**. Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

As used herein, the following terms shall have the following meanings:

"Trademark" means (a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter

adopted or acquired, all United States registrations and recordings thereof, and all United States applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, or any State thereof, and all common-law rights related thereto, and (b) the right to obtain all renewals and extensions thereof.

“Trademark License” means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

SECTION 2. **Grant of Security Interest in Trademark Collateral** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby sells, conveys, pledges, hypothecates and grants to the Secured Party for the benefit of the Purchasers and each of their successors and assigns, a continuing and unconditional security interest upon, in and to all of such Grantor’s right, title and interest in, to and under the following Collateral of such Grantor wherever located, and now owned or hereafter acquired (the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party, 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) any consideration received when all or any part of the Trademark Collateral is sold, transferred, exchanged, leased, collected or otherwise disposed of, or any value received as a consequence of possession thereof, including but not limited to, all products, proceeds (including all “Proceeds” as defined in Section 9 102(a)(64) of the Code), cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents, or proceeds of other proceeds, now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, any and all claims by any Grantor against third parties for past, present, future infringement, dilution, violation or any other impairment thereof.

SECTION 3. **Grantor Remains Liable.** It is expressly agreed by each Grantor 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 its Trademarks or Trademark Licenses, and shall hold the Secured Party and the Purchasers harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Secured Party’s interest in such Trademarks or Trademark Licenses or any other action or failure to act in connection with this Trademark Security Agreement, except to the extent the same are caused by the gross negligence or willful misconduct of the Secured Party. Each Grantor shall remain liable for any and all claims by any Person that the conduct of such Grantor’s business or products or processes of such Grantor infringe any rights of such person.

SECTION 4. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party for the benefit of the Purchasers pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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.

SECTION 5. **Termination of Security Interest in Trademark Collateral.** Upon payment and satisfaction in full of the Obligations and termination of all commitments relating thereto, the Secured Party shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Secured Party, and at the sole expense of the Grantors, to the Grantors, against receipt therefor, such of the Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Agent pursuant to the terms of the Security Agreement and not theretofore reassigned, redelivered and released to the Grantors, together with appropriate instruments of reassignment and/or release.

SECTION 6. **Counterparts.** This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

SECTION 7. **Applicable Law.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO NEW YORK CHOICE OF LAW DOCTRINE.

SECTION 8. **Intercreditor Agreement.** The obligations evidenced hereby are subject to that certain Intercreditor Agreement (the "Intercreditor Agreement") dated as of May 25, 2007, among the Grantors, the Secured Party, and GMAC Agent, to the indebtedness and other liabilities owed by the Grantors under and pursuant to the GMAC Credit Agreement and each related GMAC Credit Document, and the Secured Party, by its acceptance hereof, acknowledges and agrees to be bound by the provisions of the Intercreditor Agreement.

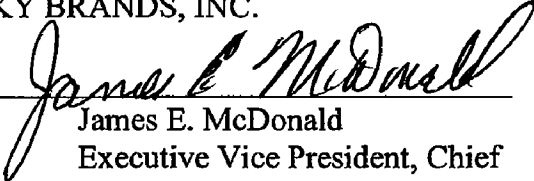
[signature page follows]



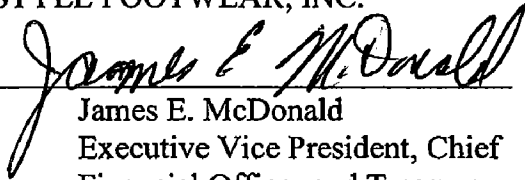
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

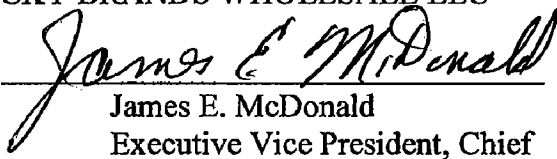
ROCKY BRANDS, INC.

By:   
James E. McDonald  
Executive Vice President, Chief  
Financial Officer and Treasurer

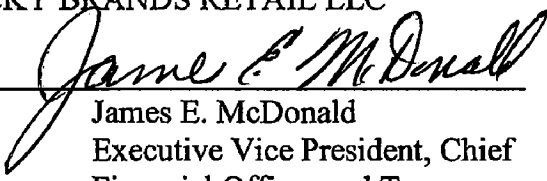
LIFESTYLE FOOTWEAR, INC.

By:   
James E. McDonald  
Executive Vice President, Chief  
Financial Officer and Treasurer

ROCKY BRANDS WHOLESALE LLC

By:   
James E. McDonald  
Executive Vice President, Chief  
Financial Officer and Treasurer

ROCKY BRANDS RETAIL LLC

By:   
James E. McDonald  
Executive Vice President, Chief  
Financial Officer and Treasurer

Accepted and Agreed:

Laminar Direct Capital L.P.,  
as the Secured Party

By: Robert T. Ladd  
Robert T. Ladd  
Authorized Signatory

Signature Page to Trademarks Security Agreement  
Rocky Brands, Inc.  
May 2007


**TRADEMARK**  
**REEL: 003580 FRAME: 0830**

Acknowledgement of Grantor

STATE OF Ohio,

COUNTY OF Athens ss.

On this 25 day of May, 2007 before me personally appeared James E. McDonald, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rocky Brands, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public




HELEN D. FRANK  
Notary Public, State of Ohio  
My Commission Expires March 3, 2012  
Recorded Athens Co., OH

Acknowledgement of Grantor

STATE OF Ohio,

COUNTY OF Athens ss.

On this 25 day of May, 2007 before me personally appeared James E. McDonald, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Lifestyle Footwear, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public



HELEN D. FRANK  
Notary Public, State of Ohio  
My Commission Expires March 3, 2012  
Recorded Athens Co., OH

Acknowledgement of Grantor

STATE OF Ohio,  
COUNTY OF Athen's ss.

On this 25 day of May, 2007 before me personally appeared James E. McDonald, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ROCKY BRANDS WHOLESALE LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Helen D. Frank  
Notary Public



HELEN D. FRANK  
Notary Public, State of Ohio  
My Commission Expires March 3, 2012  
Recorded Athens Co., OH

Acknowledgement of Grantor

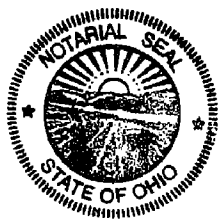
STATE OF Ohio

COUNTY OF Athens

ss.

On this 25 day of May, 2007 before me personally appeared James E. McDonald, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ROCKY BRANDS RETAIL LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Helen D. Frank  
Notary Public



HELEN D. FRANK  
Notary Public, State of Ohio  
My Commission Expires March 3, 2012  
Recorded Athens Co., OH

**SCHEDULE I**

**to**

**Trademark Security Agreement**

**Trademark Registrations**

**A. TRADEMARK REGISTRATIONS AND APPLICATIONS**

**See attached.**

**B. TRADEMARK LICENSES**

None

**FEDERAL TRADEMARK SCHEDULE****ROCKY BRANDS, INC.****FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>Serial. No./Reg. No.</u></b>	<b><u>Filing Date/Reg. Date</u></b>	<b><u>Comments</u></b>
<b>ADVANTA-FLEX</b>	Ser. No. 76/435112 Reg. No. 2783005	Filed 7/29/02 Reg 11/11/03	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>ALPHAFORCE</b>	Ser. No. 78/098664 Reg. No. 2766744	Filed 12/17/01 Reg. 9/23/03	
<b>AOG</b>	Serial No. 75/010045 Reg. No. 2166173	Filed 10/24/95 Reg. 6/16/98	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>ASTRO and Design</b>	Ser. No. 72/301213 Reg. No. 862801	Filed 6/24/68 Reg 12/31/68	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>AQUA GUARD</b>	Ser. No. 75/786424 Reg. No. 2538542	Filed 8/27/99 Reg. 2/12/02	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>BARCLAY (stylized)</b>	Ser. No. 71/550334 Reg. No. 516495	Filed 2/21/48 Reg 10/18/49	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>BEACON STRATEGIC RESOURCING</b>	Ser. No. 76/362852 Reg. No. 2759986	Filed 1/24/02 Reg 9/2/03	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>BEAR CLAW</b>	Ser. No. 74/662553 Reg. No. 1974865	Filed 4/18/95 Reg. 5/21/96	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>BOOTS UNLIMITED</b>	Ser. No. 76/203030 Reg. No. 2515098	Filed 1/31/01 Reg 12/4/01	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>CAMO-TEK</b>	Ser. No. 75/603250 Reg. No. 2534492	Filed 12/10/98 Reg. 1/29/02	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>CHIEFTAN</b>	Ser. No. 72/248946 Reg. No. 831865	Filed 6/27/66 Reg 7/11/67	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>CORNSTALKERS</b>	Ser. No. 74/541038 Reg. No. 1897612	Filed 6/22/94 Reg. 6/6/95	Assigned to GMAC Commercial Finance LLC 2/2/05



<u>Mark</u>	<u>Serial. No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>	<u>Comments</u>
<b>DESIGN (Boot)</b>	Ser. No. 78/520734 Reg. No. 3057432	Filed 11/22/04 Reg. 2/7/06	
<b>DURANGO MUSTANG</b>	Ser. No. 77/054878	Filed 12/1/06	
<b>EJ and Design</b>	Ser. No. 73/742972 Reg. No. 1530972	Filed 7/29/88 Reg 3/21/89	Assigned from Endicott Johnson Corporation 7/11/00
<b>FARM MASTERS</b>	Ser. No. 73/365988 Reg. No. 1250453	Filed 5/24/82 Reg 9/6/83	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>FIRSTMED</b>	Ser. No. 76/109464 Reg. No. 2595571	Filed 8/15/00 Reg. 7/16/02	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>FLX-POINT</b>	Ser. No. 76/470052 Reg. No. 2789949	Filed 11/25/02 Reg 12/2/03	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>FORMZ</b>	Ser. No. 75/674579 Reg. No. 2466342	Filed 4/5/99 Reg. 7/3/01	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>G (Stylized)</b>	Ser. No. 76/182533 Reg. No. 2967416	Filed 12/18/00 Reg. 7/12/05	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>GATES (Stylized)</b>	Ser. No. 73/464729 Reg. No. 1319524	Filed 2/8/84 Reg. 2/12/85	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>GATES (stylized)</b>	Ser. No. 76/186743 Reg. No. 2743239	Filed 12/27/00 Reg. 7/29/03	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>GATES GLOVES</b>	Ser. No. 73/194276 Reg. No. 1174311	Filed 11/22/78 Reg 10/20/81	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>GATES LITE (stylized)</b>	Ser. No. 73/606294 Reg. No. 1439249	Filed 6/25/86 Reg. 5/12/87	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>GATES ULTRA LITE (stylized)</b>	Ser. No. 73/778191 Reg. No. 1558154	Filed 2/2/89 Reg. 9/26/89	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>INTER-FLEX</b>	Ser. No. 78/655300	Filed 6/21/05	
<b>INTER FLX</b>	Ser. No. 78/720437	Filed 9/26/05	

<u>Mark</u>	<u>Serial. No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>	<u>Comments</u>
<b>LONGBEARD</b>	Ser. No. 75/566549 Reg. No. 2515692	Filed 10/5/98 Reg. 12/4/01	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>LONGBEARD</b>	Ser. No. 77/149,083	Filed 4/5/07	
<b>PARACORD (stylized)</b>	Ser. No. 71/277699 Reg. No. 256338	Filed 1/8/29 Reg 5/14/29	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>PONDEROSA</b>	Ser. No. 72/189568 Reg. No. 781810	Filed 3/25/64 Reg 12/15/64	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>PRO-HIKER</b>	Ser. No. 78/471685	Filed 8/23/04	Assigned to GMAC Financial, LLC 2/2/05
<b>PROHUNTER</b>	Ser. No. 75/533954 Reg. No. 2820566	Filed 8/10/98 Reg. 3/9/04	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>PROHUNTER</b>	Ser. No. 77/022459	Filed 10/17/06	
<b>ROCKY</b>	Ser. No. 73/797529 Reg. No. 1577871	Filed 5/1/89 Reg. 1/16/90	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>ROCKY and Design</b>	Ser. No. 75/670045 Reg. No. 2538870	Filed 3/29/99 Reg. 2/19/02	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>ROCKY and Design</b>	Ser. No. 75/671246 Reg. No. 2538872	Filed 3/29/99 Reg. 2/19/02	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>ROCKY and Design</b>	Ser. No. 76/519218 Reg. No. 2898894	Filed 5/19/03 Reg. 11/2/04	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>ROCKY 911 SERIES</b>	Ser. No. 74/073129 Reg. No. 3132278	Filed 4/14/05 Reg. 8/22/06	
<b>ROCKY BOOTS and Design</b>	Ser. No. 73/313429 Reg. No. 1313519	Filed 6/5/81 Reg. 1/8/85	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>ROCKY and Design</b>	Ser. No. 75/977717 Reg. No. 2200673	Filed 5/15/95 Reg. 10/27/98	Assigned to GMAC Business Credit, LLC 9/26/00
<b>ROCKY ELMINATOR</b>	Ser. No. 76/111663 Reg. No. 2587482	Filed 8/17/00 Reg. 7/2/02	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>S<sup>2</sup>V</b>	Ser. No. 77/165283	Filed 4/25/07	

<u>Mark</u>	<u>Serial No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>	<u>Comments</u>
<b>SAWBLADE</b>	Ser. No. 78/086747 Reg. No. 2730726	Filed 10/3/01 Reg. 6/24/03	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>SHARPS GUARD</b>	Ser. No. 77/174116	Filed 5/7/07	
<b>SIGNATURE TOUR QUALITY FOOTWEAR and Design</b>	Ser. No. 73/678670 Reg. No. 1504024	Filed 8/17/87 Reg 9/13/88	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>SILENTHUNTER</b>	Ser. No. 78/135127 Reg. No. 2982826	Filed 6/12/02 Reg. 8/9/05	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>SILENTHUNTER</b>	Ser. No. 75/566533 Reg. No. 2553070	Filed 10/5/98 Reg. 3/26/02	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>SILENTHUNTER SUEDE</b>	Ser. No. 77/101504	Filed 2/7/07	
<b>SMART GLOVE BY GATES</b>	Ser. No. 76/345733	Filed 12/4/01	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>SNOW STALKER</b>	Ser. No. 74/663746 Reg. No. 1955171	Filed 4/20/95 Reg. 2/6/96	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>SPORTSET</b>	Ser. No. 72/289087 Reg. No. 871822	Filed 1/18/68 Reg 6/24/69	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>STALKERS</b>	Ser. No. 74/541039 Reg. No. 1975747	Filed 6/22/94 Reg. 5/28/96	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>TAC•TEAM</b>	Ser. No. 75/565836 Reg. No. 2307328	Filed 10/6/98 Reg. 1/11/00	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>TECHNO-RIDE</b>	Ser. No. 77/002482	Filed 9/19/06	
<b>TORQUE SUSPENSION SYSTEM</b>	Ser. No. 76/478609 Reg. No. 2801594	Filed 12/27/02 Reg 12/30/03	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>TRAILBLADE</b>	Ser. No. 78/720442	Filed 9/26/05	
<b>TRAIL KING</b>	Ser. No. 72/306050 Reg. No. 873081	Filed 8/27/68 Reg 7/15/69	Assigned to GMAC Commercial Finance LLC 2/2/05

<u>Mark</u>	<u>Serial. No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>	<u>Comments</u>
<b>TRIAD (stylized)</b>	Ser. No. 73/720906 Reg. No. 1537440	Filed 4/7/88 Reg. 5/2/89	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>ULTRA 900</b>	Ser. No. 75/880873 Reg. No. 2398135	Filed 12/17/99 Reg. 10/24/00	
<b>WILD WOLF</b>	Ser. No. 78/079724 Reg. No. 2642990	Filed 8/17/01 Reg. 10/29/02	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>WILD WOLF</b>	Ser. No. 78/079843 Reg. No. 2760278	Filed 8/17/01 Reg. 9/2/03	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>WOODS N'WORK</b>	Ser. No. 77/048951	Filed 11/21/06	
<b>WORKSMART</b>	Ser. No. 77/030309	Filed 10/26/06	
<b>XSP</b>	Ser. No. 78/647155	Filed 6/9/05	

***ROCKY BRANDS WHOLESALE LLC (formerly GEORGIA BOOT LLC)***  
**FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS**

<u>Mark</u>	<u>Serial. No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>	<u>Comments</u>
<b>ARCTIC TOE</b>	Ser. No. 76/212102 Reg. No. 2664307	Filed 2/20/01 Reg 12/17/02	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>BARNSTORMERS and Design</b>	Ser. No. 75/605525 Reg. No. 2421991	Filed 12/7/98 Reg 1/16/01	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>CLIMATRAC</b>	Ser. No. 76/579105 Reg. No. 2978004	Filed 3/4/04 Reg. 7/26/05	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>COMFORT CORE</b>	Ser. No. 74/175689 Reg. No. 1689129	Filed 6/13/91 Reg 5/26/92	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>CONSTRUX</b>	Ser. No. 76/606797	Filed 8/10/04	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>D.TECH (stylized)</b>	Ser. No. 75/544917 Reg. No. 2288942	Filed 8/31/98 Reg 10/26/99	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>DURANGO</b>	Ser. No. 72/198549 Reg. No. 790751	Filed 7/27/64 Reg 6/8/65	Assigned to GMAC Commercial Finance LLC 2/2/05

<u>Mark</u>	<u>Serial. No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>	<u>Comments</u>
<b>DURANGO and Design</b>	Ser. No. 75/084007 Reg. No. 2304436	Filed 4/4/96 Reg 12/28/99	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>DURANGO</b>	Ser. No. 75/712688 Reg. No. 2562205	Filed 5/24/99 Reg 4/16/02	Assigned from Georgia Boot Inc. 8/30/00
<b>DURANGO and Design</b>	Ser. No. 75/912800 Reg. No. 2660084	Filed 2/8/00 Reg 12/10/02	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>DURANGO and Design</b>	Ser. No. 76/635030	Filed 4/4/05	
<b>FARM &amp; RANCH</b>	Ser. No. 74/294738 Reg. No. 1758465	Filed 7/16/92 Reg 3/16/93	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>FIELD LITE</b>	Ser. No. 76/635028 Reg. No. 3133612	Filed 4/4/05 Reg. 8/22/06	
<b>G and Design</b>	Ser. No. 77/149076	Filed 4/5/07	
<b>GEORGIA BOOT</b>	Ser. No. 73/420215 Reg. No. 1333323	Filed 4/5/83 Reg 4/30/85	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>GEORGIA GIANT</b>	Ser. No. 76/581605 Reg. No. 3037187	Filed 3/17/04 Reg 1/3/06	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>GEORGIA WORKWEAR</b>	Ser. No. 76/635029	Filed 4/4/05	
<b>MUD DOG and Design</b>	Ser. No. 75/605540 Reg. No. 2421992	Filed 12/7/98 Reg 1/16/01	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>NORTHLAKE</b>	Ser. No. 73/215438 Reg. No. 1154957	Filed 5/14/79 Reg 5/19/81	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>PROTECH (stylized)</b>	Ser. No. 76/579106 Reg. No. 3052222	Filed 3/4/04 Reg. 1/31/06	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>SHADES OF THE OLD WEST</b>	Ser. No. 74/294739 Reg. No. 1758466	Filed 7/16/92 Reg 3/16/93	Assigned to GMAC Commercial Finance LLC 2/2/05

<u>Mark</u>	<u>Serial No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>	<u>Comments</u>
<b>SNAKE RIVER</b>	Ser. No. 74/541041 Reg. No. 1919870	Filed 6/22/94 Reg 9/19/95	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>THE G LINE</b>	Ser. No. 77/148522	Filed 4/4/07	
<b>X-10</b>	Ser. No. 73/883183 Reg. No. 3215754	Filed 5/15/06 Reg 3/6/07	

***ROCKY BRANDS RETAIL LLC (formerly LEHIGH SAFETY SHOE CO. LLC)***  
**FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS**

<u>Mark</u>	<u>Serial No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>	<u>Comments</u>
<b>FIT FOR SAFETY</b>	Ser. No. 75/823689 Reg. No. 2628723	Filed 10/15/99 Reg 10/1/02	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>FIT FOR WORK</b>	Ser. No. 75/823688 Reg. No. 2565788	Filed 10/15/99 Reg 4/30/02	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>L and Design</b>	Ser. No. 76/610147 Reg. No. 3039424	Filed 9/1/04 Reg. 1/10/06	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>LEHIGH</b>	Ser. No. 73/153033 Reg. No. 1103936	Filed 12/22/77 Reg 10/10/78	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>LEHIGH "FOOTSHIELDS" (stylized)</b>	Ser. No. 72/023484 Reg. No. 658172	Filed 1/30/57 Reg 2/4/58	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>LOCKRIM</b>	Ser. No. 72/178690 Reg. No. 783691	Filed 10/10/63 Reg 1/19/65	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>L.S.R. (stylized)</b>	Ser. No. 75/339713 Reg. No. 2201252	Filed 7/24/97 Reg 11/3/98	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>MIRA-LUG</b>	Ser. No. 73/220929 Reg. No. 1159250	Filed 6/25/79 Reg 6/30/81	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>NUGUARD75 (stylized)</b>	Ser. No. 73/741631 Reg. No. 1530662	Filed 7/22/88 Reg 3/21/89	Assigned to GMAC Commercial Finance LLC 2/2/05

<u>Mark</u>	<u>Serial. No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>	<u>Comments</u>
<b>PROMISE PLUS</b>	Ser. No. 75/668090 Reg. No. 2395071	Filed 3/25/99 Reg 10/17/00	Assigned from Lehigh Safety Shoe Co. 6/17/02
<b>SLIP GRIPS</b>	Ser. No. 76/489562 Reg. No. 2891737	Filed 2/14/03 Reg 10/5/04	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>SWAMPERS</b>	Ser. No. 76/063389 Reg. No. 2579908	Filed 6/1/00 Reg 6/11/02	Assigned to GMAC Commercial Finance LLC 2/2/05
<b>US 1 and Design</b>	Ser. No. 76/259815 Reg. No. 2565267	Filed 5/18/01 Reg 4/30/02	Assigned to GMAC Commercial Finance LLC 2/2/05