

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

8009-4

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

See attached list

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance (Execution Date(s)):

Execution Date(s) August 17, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Retail Finance, LLC,
Internal _____ as agent

Address: _____

Street Address: One Boston Place

City: Boston

State: MA

Country: USA Zip: 02108

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

275

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 6,890

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

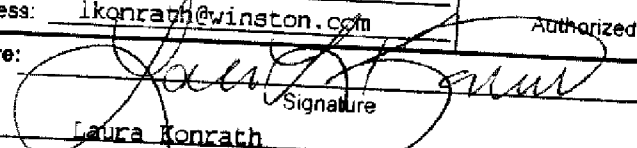
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:


Signature

Laura Konrath

Name of Person Signing

11/7/07
Date

Total number of pages including cover sheet, attachments, and document _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$6790.00 232428 74062037

Continuation Item 1

Collective Licensing International, LLC a Delaware LLC

Payless ShoeSource Worldwide, Inc., a Kansas Corporation

Saucony, Inc. a Massachusetts Corporation

SR Holdings Inc. a Delaware Corporation

SRL, Inc. a Delaware Corporation

Continuation
Item 4

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

INCLUDE ONLY U.S. REGISTERED INTELLECTUAL PROPERTY

A. REGISTERED TRADEMARKS

TRADEMARK	OWNER (REG. OWNER)	APPLIC. NUMBER	
A CLUB	Payless ShoeSource Worldwide, Inc.	74062037	
AMERICAN EAGLE	Payless ShoeSource Worldwide, Inc.	78447838	
AMERICAN EAGLE	Payless ShoeSource Worldwide, Inc.	75453749	
AMERICAN EAGLE	Payless ShoeSource Worldwide, Inc.	74568083	
BABY BOWL	Payless ShoeSource Worldwide, Inc.	75844603	
BO GO	Payless ShoeSource Worldwide, Inc.	78498818	
BUNDLES	Payless ShoeSource Worldwide, Inc.	78061588	
BUNDLES	Payless ShoeSource Worldwide, Inc.	78053909	
BUNDLES	Payless ShoeSource Worldwide, Inc.	78053631	
BUNDLES	Payless	78053629	

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CHI:1958452.1

TRADEMARK
REEL: 003658 FRAME: 0769

	ShoeSource Worldwide, Inc.		
CHANCELLORS	Payless ShoeSource Worldwide, Inc.	73236139	
CITY SNEAKS	Payless ShoeSource Worldwide, Inc.	75445758	
COASTERS	Payless ShoeSource Worldwide, Inc.	78059446	
COASTERS	Payless ShoeSource Worldwide, Inc.	75205536	
COMFORT PLUS	Payless ShoeSource Worldwide, Inc.	74071002	
COMPEL	Payless ShoeSource Worldwide, Inc.	78900874	
CONNECTIONS	Payless ShoeSource Worldwide, Inc.	78033432	
CONNECTIONS	Payless ShoeSource Worldwide, Inc.	75928741	
CONNECTIONS	Payless ShoeSource Worldwide, Inc.	75928740	
CONNECTIONS	Payless ShoeSource Worldwide, Inc.	75360972	
CROSS TREKKERS	Payless ShoeSource Worldwide, Inc.	75378100	
DESIGN ONLY	Payless ShoeSource Worldwide, Inc.	75192790	
DESIGNER LOOKS. REAL-LIFE PRICES.	Payless ShoeSource	78318907	

CHI:1958452.1

TRADEMARK
REEL: 003658 FRAME: 0770

	Worldwide, Inc.		
DOESNT IT FEEL GOOD TO PAY LESS?	Payless ShoeSource Worldwide, Inc.	74339173	
DOESNT IT FEEL GOOD?	Payless ShoeSource Worldwide, Inc.	75549426	
DYELIGHTS	Payless ShoeSource Worldwide, Inc.	78032898	
DYELIGHTS	Payless ShoeSource Worldwide, Inc.	78032896	
FASHIONFUNDS	Payless ShoeSource Worldwide, Inc.	75543335	
FIONI	Payless ShoeSource Worldwide, Inc.	75445756	
FLEX COMFORT SYSTEM CROSS TREKKERS	Payless ShoeSource Worldwide, Inc.	78094008	
GOT BOGO ON THE BRAIN?	Payless ShoeSource Worldwide, Inc.	78389791	
GUARANTEED IN STOCK	Payless ShoeSource Worldwide, Inc.	75841360	
HIGHLIGHTS	Payless ShoeSource Worldwide, Inc.	73176748	
HL	Payless ShoeSource Worldwide, Inc.	75792600	
HONCHOS	Payless ShoeSource Worldwide, Inc.	73176749	
HUNTER'S BAY	Payless ShoeSource Worldwide, Inc.	78037174	

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TRADEMARK
REEL: 003658 FRAME: 0771

	Inc.		
HUNTER'S BAY	Payless ShoeSource Worldwide, Inc.	75684800	
L	Payless ShoeSource Worldwide, Inc.	78618058	
LOOK SMART. PAYLESS.	Payless ShoeSource Worldwide, Inc.	78097527	
LOWER EAST SIDE	Payless ShoeSource Worldwide, Inc.	75652553	
LOWER EAST SIDE	Payless ShoeSource Worldwide, Inc.	75791956	
LUSTER	Payless ShoeSource Worldwide, Inc.	78048475	
LUSTER	Payless ShoeSource Worldwide, Inc.	78047903	
M	Payless ShoeSource Worldwide, Inc.	77036541	
M	Payless ShoeSource Worldwide, Inc.	77036507	
M	Payless ShoeSource Worldwide, Inc.	77036487	
M	Payless ShoeSource Worldwide, Inc.	77024231	http://tess2.uspto.gov/bin/gate.exe?f=doc&state=
MINICCI	Payless ShoeSource Worldwide, Inc.	78449747	
MINICCI	Payless ShoeSource Worldwide, Inc.	78236368	

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TRADEMARK
REEL: 003658 FRAME: 0772

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MINICCI	Payless ShoeSource Worldwide, Inc.	78236366	
MINICCI	Payless ShoeSource Worldwide, Inc.	78236364	
MINICCI	Payless ShoeSource Worldwide, Inc.	78236362	
MONTEGO BAY CLUB	Payless ShoeSource Worldwide, Inc.	78038697	
MONTEGO BAY CLUB	Payless ShoeSource Worldwide, Inc.	75445832	
ORIGINAL RUGGED OUTBACK	Payless ShoeSource Worldwide, Inc.	75551065	
PARADE	Payless ShoeSource Worldwide, Inc.	78317848	
PARADE	Payless ShoeSource Worldwide, Inc.	78317843	
PARADE	Payless ShoeSource Worldwide, Inc.	78183998	
PARADE	Payless ShoeSource Worldwide, Inc.	75674240	
PARADE	Payless ShoeSource Worldwide, Inc.	75472546	
PARADE OF SHOES	Payless ShoeSource Worldwide, Inc.	75440520	
PARADE P	Payless ShoeSource Worldwide, Inc.	78056776	
PARADE SPORT	Payless	75674239	

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TRADEMARK
REEL: 003658 FRAME: 0773

	ShoeSource Worldwide, Inc.		
PASSION HAS ITS PLACE	Payless ShoeSource Worldwide, Inc.	75928092	
PAYLESS	Payless ShoeSource Worldwide, Inc.	74499700	
PAYLESS KIDS	Payless ShoeSource Worldwide, Inc.	75551064	
PAYLESS KIDS	Payless ShoeSource Worldwide, Inc.	75551063	
PAYLESS KIDS	Payless ShoeSource Worldwide, Inc.	74401561	
PAYLESS POINTS	Payless ShoeSource Worldwide, Inc.	78021914	
PAYLESS SHOE SOURCE	Payless ShoeSource Worldwide, Inc.	75551066	
PAYLESS SHOE SOURCE	Payless ShoeSource Worldwide, Inc.	75549462	
PAYLESS SHOE SOURCE	Payless ShoeSource Worldwide, Inc.	75549425	
PAYLESS SHOE SOURCE	Payless ShoeSource Worldwide, Inc.	75497618	
PAYLESS SHOE SOURCE	Payless ShoeSource Worldwide, Inc.	75181489	
PAYLESS SHOE SOURCE	Payless ShoeSource Worldwide, Inc.	75181488	
PAYLESS SHOESOURCE	Payless ShoeSource	74662520	

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TRADEMARK
REEL: 003658 FRAME: 0774

	Worldwide, Inc.		
PAYLESS SHOESOURCE	Payless ShoeSource Worldwide, Inc.	74125947	
PAYLESS SHOESOURCE	Payless ShoeSource Worldwide, Inc.	74400347	
PAYLESS SHOESOURCE	Payless ShoeSource Worldwide, Inc.	73176747	
PAYLESS.COM	Payless ShoeSource Worldwide, Inc.	75642743	
PLUSHEEZ	Payless ShoeSource Worldwide, Inc.	75928742	
POWER CHASERS	Payless ShoeSource Worldwide, Inc.	75306982	
PREDICTIONS	Payless ShoeSource Worldwide, Inc.	75791955	
PREDICTIONS	Payless ShoeSource Worldwide, Inc.	72149063	
PRO SPRINTS	Payless ShoeSource Worldwide, Inc.	78558169	
PRO WINGS	Payless ShoeSource Worldwide, Inc.	73146601	
P-TEK	Payless ShoeSource Worldwide, Inc.	78519468	
RUGGED OUTBACK	Payless ShoeSource Worldwide, Inc.	75378101	
RUGGED OUTBACK	Payless ShoeSource Worldwide, Inc.	74065253	

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TRADEMARK
REEL: 003658 FRAME: 0775

	Inc.		
90 SAFE T STEP	Payless ShoeSource Worldwide, Inc.	75435107	
SHOE DESIGN ONLY	Payless ShoeSource Worldwide, Inc.	78524491	
SHOE LOVER'S SALE	Payless ShoeSource Worldwide, Inc.	75928091	
SHOEFINDER	Payless ShoeSource Worldwide, Inc.	78072980	
SHOES ONLINE ANYTIME PAYLESS.COM	Payless ShoeSource Worldwide, Inc.	75841361	
SHOES ONLINE ANYTIME PAYLESS.COM	Payless ShoeSource Worldwide, Inc.	75841358	
SHOES. STYLE. INSPIRATION.	Payless ShoeSource Worldwide, Inc.	75826106	
SMART FIT	Payless ShoeSource Worldwide, Inc.	75698607	
SMART FIT	Payless ShoeSource Worldwide, Inc.	75698606	
SMART FIT	Payless ShoeSource Worldwide, Inc.	75630807	
100 SOFT FLEXIBLE BY HIGHLIGHTS	Payless ShoeSource Worldwide, Inc.	74166138	
STATE STREET	Payless ShoeSource Worldwide, Inc.	78080663	
SUPEROOS	Payless ShoeSource Worldwide, Inc.	73233328	

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TRADEMARK
REEL: 003658 FRAME: 0776

TEENY TOES	Payless ShoeSource Worldwide, Inc.	78903837	
TEENY TOES	Payless ShoeSource Worldwide, Inc.	78410040	
THE RIGHT FIT AT THE RIGHT PRICE.	Payless ShoeSource Worldwide, Inc.	75826107	
UN PASO INTELIGENTE	Payless ShoeSource Worldwide, Inc.	78137272	
WATER SOCK BY PAYLESS SHOESOURCE	Payless ShoeSource Worldwide, Inc.	74420407	
WHERE SMART MOMS GO FOR KIDS' SHOES.	Payless ShoeSource Worldwide, Inc.	78045046	
WOLFE ISLAND	Payless ShoeSource Worldwide, Inc.	75826110	

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TRADEMARK	OWNER (RFC OWNER)	APPLIC NUMBER	REGIST NUMBER
A	Collective Licensing International, LLC	76273565	2538220
A	Collective Licensing International, LLC	76975828	2854830
DESIGN ONLY	Collective Licensing International, LLC	76324412	2671618
DESIGN ONLY	Collective Licensing International, LLC	76324411	2578679
DESIGN ONLY	Collective Licensing International, LLC	76324320	2578677
ETURA	Collective Licensing International, LLC	76246039	2743534
TARE 7	Collective Licensing International, LLC	76205456	2743325
DESIGN ONLY	Collective Licensing International, LLC	76132791	2763187
GENETIC	Collective Licensing International, LLC	76132787	2646735

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	Collective Licensing International, LLC	76132785	2600366
120 DESIGN ONLY	Collective Licensing International, LLC	75979697	2619496
AIRWALK	Collective Licensing International, LLC	75595260	2314004
A	Collective Licensing International, LLC	75175068	2091338
A	Collective Licensing International, LLC	75093074	2042013
DESIGN ONLY	Collective Licensing International, LLC	75093475	2166302
A	Collective Licensing International, LLC	75389100	2317667
A	Collective Licensing International, LLC	75388389	2588714
AIRWALK	Collective Licensing International, LLC	75070923	2109810
A	Collective Licensing International, LLC	75065717	2152877
ADVANTAGE	Collective Licensing International, LLC	74680841	2587005
130 EXTREME	Collective Licensing International, LLC	74680549	2657463
FREERIDE	Collective Licensing International, LLC	74680384	2543643
DESIGN ONLY	Collective Licensing International, LLC	73633369	1450940
ITEMS INTERNATIONAL	Collective Licensing International, LLC	73709463	1508306
AIRWALK	Collective Licensing International, LLC	73633370	1511840

Trademark	Owner	Application Number/Date	Reg Number/Date
LOGO OF 3 DOT OVERLAY	Saucony, Inc.	72/260158 06-Dec-1966	876423
SPOT-BILT	Saucony, Inc.	72/398360 26-Jul-1971	954968 13-Mar-1973
MISCELLANEOUS DESIGN	Saucony, Inc.	73/048162 31-Mar-1975	1131072 19-Feb-1980
SPOT BILT (Design plus character(s))	Saucony, Inc.	71/357163 15-Oct-1934	324181 14-May-1935
THREE-HOLE OVERLAY	Saucony, Inc.	73/146768 31-Oct-1977	1124321 21-Aug-1979
SPOT-BILT	Saucony, Inc.	73/173417 07-Jun-1978	1129304 15-Jan-1980

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Trademark	Owner	Application Number/Date	Number/Date
CIRCLE LOGO WITH THREE DOTS	Saucony, Inc.	73/254752 20-Mar-1980	1170334 22-Sep-1981
HYDE	Saucony, Inc.	245856 04-Mar-1988	245856 24-Jul-1991
HYDE	Saucony, Inc.	72/087232 14-Dec-1959	711784 28-Feb-1961
S LOGO WITH THREE HOLES	Saucony, Inc.	73/389569 27-Sep-1982	1318234 05-Feb-1985
THREE HOLE LOGO	Saucony, Inc.	73/472832 29-Mar-1984	1350728 23-Jul-1985
SAUCONY (Design plus character(s))	Saucony, Inc.	73/444004 16-Sep-1983	1356744 27-Aug-1985
WHITE SPOT OR DISK ON UPPER PORTION OF SHOE	Saucony, Inc.	71/373278 02-Jan-1936	338768 15-Sep-1936
SPOT-BILT	Saucony, Inc.	73/655030 13-Apr-1987	1475054 02-Feb-1988
SPOT LOGO	Saucony, Inc.	73/712148 19-Feb-1988	1512805 15-Nov-1988
SAUCONY (Stylized)	Saucony, Inc.	78/409490 28-Apr-2004	2959812 07-Jun-2005
HYDE	Saucony, Inc.	73/743109 29-Jul-1988	1533409 04-Apr-1989
TRB	Saucony, Inc.	73/775619 23-Jan-1989	1561066 17-Oct-1989
SAUCONY & RIVER LOGO	Saucony, Inc.	75/014474 03-Nov-1995	2064602 27-May-1997
GRID	Saucony, Inc.	76/375380 26-Feb-2002	2663005 17-Dec-2002
DESIGN	Saucony, Inc.	73/048162 15-Sep-1980	1131072 19-Feb-1980
HYDE	Saucony, Inc.	72/087232 14-Dec-1959	711784 28-Feb-1961
CRM	Saucony, Inc.	76/380845 08-Mar-2002	2683189 04-Feb-2003
CRM	Saucony, Inc.	76/380845 08-Mar-2002	2683189 04-Feb-2003
ARCH-LOCK	Saucony, Inc.	76/380735 08-Mar-2002	2683188 04-Feb-2003
SAUCONY	Saucony, Inc.	78/157825 26-Aug-2002	2964879 05-Jul-2005
MISCELLANEOUS DESIGN	Saucony, Inc.	78/164000 13-Sep-2002	2953063 17-May-2005

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TRADEMARK
REEL: 003658 FRAME: 0779

Trademark	Owner	Application Number/Date	Number/Date
MISCELLANEOUS DESIGN	Saucony, Inc.	78/184739 13-Nov-2002	2849570 01-Jun-2004
XT-1200	Saucony, Inc.	78/165405 18-Sep-2002	2811816 03-Feb-2004
GRID VISION	Saucony, Inc.	78/180382 31-Oct-2002	2826564 23-Mar-2004
HRC	Saucony, Inc.	78/414419 06-May-2004	2981052 02-Aug-2005
STABILITY GUIDE	Saucony, Inc.	78/244226 01-May-2003	2942995 19-Apr-2005
S SAUCONY OWNERS CLUB	Saucony, Inc.	76/177867 08-Dec-2000	2630366 08-Oct-2002
MISCELLANEOUS DESIGN	Saucony, Inc.	78/252160 20-May-2003	2981842 02-Aug-2005
MISCELLANEOUS DESIGN	Saucony, Inc.	78/264699 19-Jun-2003	2910565 14-Dec-2004
170 GRID ENERGY CRM	Saucony, Inc.	78/252155 20-May-2003	2955680 24-May-2005
B/CR	Saucony, Inc.	78/277390 22-Jul-2003	2943044 19-Apr-2005
SAUCONY 26	Saucony, Inc.	78/376143 01-Mar-2004	3030404 13-Dec-2005
GRID AURA TR	Saucony, Inc.	78/402487 15-Apr-2004	2981033 02-Aug-2005
SRC	Saucony, Inc.	78/402494 15-Apr-2004	3101736 06-Jun-2006
STRIKE GUIDE	Saucony, Inc.	78/402489 15-Apr-2004	3163501 24-Oct-2006
SAUCONY (Stylized)	Saucony, Inc.	73/201269 24-Jan-1979	1147250 17-Feb-1981
EVERY RUNNER HAS A STORY	Saucony, Inc.	78/414312 06-May-2004	3038430 03-Jan-2006
3D GRID	Saucony, Inc.	78/418650 14-May-2004	2987479 23-Aug-2005
TRIGON GUIDE	Saucony, Inc.	78/461874 04-Aug-2004	3101941 06-Jun-2006
180 TRIGON RIDE	Saucony, Inc.	78/461881 04-Aug-2004	3030716 13-Dec-2005
LOYAL TO THE SPORT	Saucony, Inc.	78/479613 07-Sep-2004	3020385 29-Nov-2005
GRID TANGENT	Saucony, Inc.	78/499233 13-Oct-2004	3121889 25-Jul-2006
MISCELLANEOUS DESIGN	Saucony, Inc.	78/502850 20-Oct-2004	3095051 23-May-2006

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TRADEMARK
REEL: 003658 FRAME: 0780

Trademark	Owner	Application Number/Date	Number/Date
HIND	Saucony, Inc.	78/157795 26-Aug-2002	3144118 19-Sep-2006
WINDJAMMER	Saucony, Inc.	75/683304 15-Apr-1999	2625502 24-Sep-2002
PAVEMENT OPTIONAL	Saucony, Inc.	78/051622 06-Mar-2001	2799089 23-Dec-2003
DRYLETE	Saucony, Inc.	73/784357 03-Mar-1989	1561106 17-Oct-1989
HIND & DESIGN	Saucony, Inc.	73/726036 02-May-1988	1552965 22-Aug-1989
PROCORE & DESIGN	Saucony, Inc.	73/684655 17-Sep-1987	1491233 07-Jun-1988
190 HIND & DESIGN	Saucony, Inc.	73/587515 10-Mar-1986	1412432 07-Oct-1986
HIND (Stylized)	Saucony, Inc.	78/976287 08-Aug-2003	3002970 27-Sep-2005
PROLETE	Saucony, Inc.	78/315706 20-Oct-2003	3006522 11-Oct-2005
MAKING SWEAT LOOK GOOD	Saucony, Inc.	003718988 18-Mar-2004	003718988 13-June-2005

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Mark	Registrant	Reg/App No
KEDS	SR Holdings, Inc.	1816261
BILLFISH	SR Holdings, Inc.	2316506
PRO-KEDS & Design	SR Holdings, Inc.	2613028
SPERRY	SR Holdings, Inc.	732519
KEDETTES	SR Holdings, Inc.	332392
Double Stripe Design	SR Holdings, Inc.	2076036
XGS	SR Holdings, Inc.	77048518
GRASSHOPPERS	SR Holdings, Inc.	1072756
KEDS	SR Holdings, Inc.	2118183
KEDS	SR Holdings, Inc.	114848
Baseball Stitch (FRONT)	SR Holdings, Inc.	1819586
KEDS	SR Holdings, Inc.	1222699
Sailboat Design	SR Holdings, Inc.	1810853
AUTHENTIC ORIGINAL	SR Holdings, Inc.	2045317
BLUE LABEL DESIGN	SR Holdings, Inc.	1784225

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Mark	Registrant	Reg/App No
WETLANDS COLLECTION	SR Holdings, Inc.	2215634
MAINSAIL	SR Holdings, Inc.	805611
ZIPS	SRL, Inc.	2162366
LIFE'S WAITING, LET'S GO	SRL, Inc.	2934210
Baseball Stitch (BACK)	SR Holdings, Inc.	1819585
ZIPS (stylized)	SRL, Inc.	1125588
STRIDE RITE	SRL, Inc.	1236944
KID TECH	SRL, Inc.	2701463
SR (stylized)	SRL, Inc.	2093072
STRIDE RITE	SRL, Inc.	2121905
STRIDE RITE E-FIT	SRL, Inc.	3030337
GRASSHOPPERS & Design	SR Holdings, Inc.	2961273
Euro Stripe Design	SR Holdings, Inc.	2887827
HYDROGRIP SYSTEM	SR Holdings, Inc.	2312484
PRO-KEDS & Design	SR Holdings, Inc.	1177361
Power Stripe in Black & White	SR Holdings, Inc.	2634812
PRO-KEDS	SR Holdings, Inc.	2001959
WALK TO LEARN	SRL, Inc.	2224326
LEARN TO WALK	SRL, Inc.	2224325
LEARN 2 WALK WALK 2 LEARN & Design	SRL, Inc.	2219541
REPTILES	SRL, Inc.	3138006
KID SMART & Design	SRL, Inc.	3216206
Power Stripe in Red & Blue	SR Holdings, Inc.	867592
Check Mark Design (Badger II)	SR Holdings, Inc.	2953847
SPERRY TOP-SIDER	SR Holdings, Inc.	2190007
CHAMPION	SR Holdings, Inc.	2156958
SPERRY TOP-SIDER & Design (1992 version)	SR Holdings, Inc.	1860428
STRIDE RITE	SRL, Inc.	1273954
LEARN 2 WALK WALK 2 LEARN & Design	SRL, Inc.	2219542
GET WET	SR Holdings, Inc.	78716309
WHEN PERFORMANCE COUNTS	SR Holdings, Inc.	2687543
STREET HOT	SRL, Inc.	1604756

Mark	Registrant	Reg/App No
GRASSHOPPERS & Design	SR Holdings, Inc.	78301342
QUADRO-GRIP	SR Holdings, Inc.	1809308
MUNCHKIN	SRL, Inc.	2174118
SHOE BUZZ (Design)	SRL, Inc.	2961520
SPERRY TOP-SIDER & Design (old)	SR Holdings, Inc.	1139234
SPERRY TOP-SIDER	SR Holdings, Inc.	1819293
GREAT FEET	SRL, Inc.	2010483
KEDS	SR Holdings, Inc.	902655
SPERRY	SR Holdings, Inc.	2489029
290 BLUE LABEL DESIGN	SR Holdings, Inc.	685185
MATCH 'N GO	SRL, Inc.	2957019
BABY SMART & Design	SRL, Inc.	3216205
Two Face Design (Spike & Violet)	SRL, Inc.	2037952
Baseball Stitch (SIDE)	SR Holdings, Inc.	1819587
STRIDE RITE	The Stride Rite Corporation	1532092
STRIDE RITE	The Stride Rite Corporation	2386293
GRASSHOPPERS	The Keds Corporation	824458
NICO + BELLA	SRL, Inc.	78588048
TU	SRL, Inc.	1512834
260 CRYSTALUNA	SRL, Inc.	3099280
LAUNDRY LEATHER	SR Holdings, Inc.	1485323
GRASSHOPPERS	SR Holdings, Inc.	885530
THE SHOE OF CHAMPIONS	SR Holdings, Inc.	3072126
READY TO WASH	SR Holdings, Inc.	2498604
KEDS	SR Holdings, Inc.	2027964
LAUNDRY LEATHER	SR Holdings, Inc.	1485272

B. TRADEMARK APPLICATIONS

TRADEMARK	OWNER (REG. OWNER)	APPLIC NUMBER
TAKING STEPS TO FIGHT BREAST CANCER	Payless ShoSource Worldwide, Inc.	77172437
A AIRWALK UNSIGNED HERO & Design	Collective Licensing International, LLC	77028386

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IMPULSE EVA	Saucony, Inc.	78/329845
STRETCH ZONE	Saucony, Inc.	78/418649
SAUCONY & DESIGN	Saucony, Inc.	78/502826
KILKENNY	Saucony, Inc.	78/502136
GRID PROPEL	Saucony, Inc.	78/555137
GRID EXCURSION TR	Saucony, Inc.	78/739994
PERFORMANCE SHAPE TECHNOLOGY	Saucony, Inc.	78/378782

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C. TRADEMARK LICENSES

TRADEMARK	GRANTOR	GRANTEE	DESCRIPTION OF AGREEMENT
AIRWALK	Collective Licensing International, LLC	Payless ShoeSource, Inc.	"License and Design Services Agreement" Licensor: Collective Licensing International, LLC (as assigned from Airwalk International, LLC) Licensee: Payless Shoesource Worldwide, Inc. - Licensee Dated: August 12, 2003 Amended: October 26, 2006
AIRWALK	Collective Licensing International, LLC	BBC	"License Agreement" Licensor: Collective Licensing International, LLC Licensee: BBC International, LLC Dated: January 1, 2004 Amended: October 6, 2005; April 20, 2006; July 11, 2006
AIRWALK	Collective Licensing International, LLC	Division Six	"License Agreement" Licensor: Collective Licensing International, LLC Licensee: Division Six Sports, Inc. Dated: March 1, 2005 Amended: March 3, 2005

CHI:1958452.1

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 17, 2007, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 7.10 (Additional Grantors) of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of Wells Fargo Retail Finance, LLC ("WFRF"), as agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Loan and Guaranty Agreement, dated as of August 17, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among COLLECTIVE BRANDS FINANCE, INC. (the "Borrower"), the Grantors party thereto, the Lenders party thereto and WFRF, as agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are Guarantors under the Loan Agreement, whereby they have guaranteed the Obligations of the Borrower; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "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 the Administrative Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement or in the Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Security Agreement.

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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

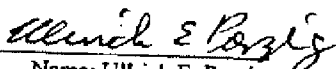
Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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.

[SIGNATURE PAGES FOLLOW]

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.

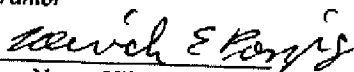
COLLECTIVE LICENSING
INTERNATIONAL, LLC,
as Grantor

By: 
Name: Ulrich E. Porzig
Title: Vice President


PAYLESS SHOESOURCE WORLDWIDE,
INC.,
as Grantor

By: 
Name: Ulrich E. Porzig
Title: Senior Vice President

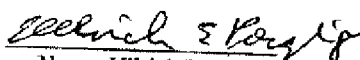
SAUCONY, INC.,
as Grantor

By: 
Name: Ulrich E. Porzig
Title: Vice President

S R HOLDINGS INC.,
as Grantor

By: 
Name: Ulrich E. Porzig
Title: Vice President

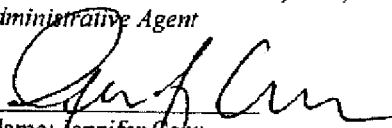
SRL, INC.,
as Grantor

By: 
Name: Ulrich E. Porzig
Title: Vice President

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO RETAIL FINANCE, LLC,
as Administrative Agent

By: 
Name: Jennifer Cain
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

INCLUDE ONLY U.S. REGISTERED INTELLECTUAL PROPERTY

A. REGISTERED TRADEMARKS

TRADEMARK	OWNER (REG OWNER)	APPLIC NUMBER	
A CLUB	Payless ShoeSource Worldwide, Inc.	74062037	
AMERICAN EAGLE	Payless ShoeSource Worldwide, Inc.	78447838	
AMERICAN EAGLE	Payless ShoeSource Worldwide, Inc.	75453749	
AMERICAN EAGLE	Payless ShoeSource Worldwide, Inc.	74568083	
BABY BOWL	Payless ShoeSource Worldwide, Inc.	75844603	
BO GO	Payless ShoeSource Worldwide, Inc.	78498818	
BUNDLES	Payless ShoeSource Worldwide, Inc.	78061588	
BUNDLES	Payless ShoeSource Worldwide, Inc.	78053909	
BUNDLES	Payless ShoeSource Worldwide, Inc.	78053631	
BUNDLES	Payless	78053629	

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**TRADEMARK
REEL: 003658 FRAME: 0789**

	ShoeSource Worldwide, Inc.		
CHANCELLORS	Payless ShoeSource Worldwide, Inc.	73236139	
CITY SNEAKS	Payless ShoeSource Worldwide, Inc.	75445758	
COASTERS	Payless ShoeSource Worldwide, Inc.	78059446	
COASTERS	Payless ShoeSource Worldwide, Inc.	75205536	
COMFORT PLUS	Payless ShoeSource Worldwide, Inc.	74071002	
COMPEL	Payless ShoeSource Worldwide, Inc.	78900874	
CONNECTIONS	Payless ShoeSource Worldwide, Inc.	78033432	
CONNECTIONS	Payless ShoeSource Worldwide, Inc.	75928741	
CONNECTIONS	Payless ShoeSource Worldwide, Inc.	75928740	
CONNECTIONS	Payless ShoeSource Worldwide, Inc.	75360972	
CROSS TREKKERS	Payless ShoeSource Worldwide, Inc.	75378100	
DESIGN ONLY	Payless ShoeSource Worldwide, Inc.	75192790	
DESIGNER LOOKS. REAL-LIFE PRICES.	Payless ShoeSource	78318907	

CHI:1958452.1

TRADEMARK
REEL: 003658 FRAME: 0790

	Worldwide, Inc.		
DOESNT IT FEEL GOOD TO PAY LESS?	Payless ShoeSource Worldwide, Inc.	74339173	
DOESNT IT FEEL GOOD?	Payless ShoeSource Worldwide, Inc.	75549426	
DYELIGHTS	Payless ShoeSource Worldwide, Inc.	78032898	
DYELIGHTS	Payless ShoeSource Worldwide, Inc.	78032896	
FASHIONFUNDS	Payless ShoeSource Worldwide, Inc.	75543335	
FIONI	Payless ShoeSource Worldwide, Inc.	75445756	
FLEX COMFORT SYSTEM CROSS TREKKERS	Payless ShoeSource Worldwide, Inc.	78094008	
GOT BOGO ON THE BRAIN?	Payless ShoeSource Worldwide, Inc.	78389791	
GUARANTEED IN STOCK	Payless ShoeSource Worldwide, Inc.	75841360	
HIGHLIGHTS	Payless ShoeSource Worldwide, Inc.	73176748	
HL	Payless ShoeSource Worldwide, Inc.	75792600	
HONCHOS	Payless ShoeSource Worldwide, Inc.	73176749	
HUNTER'S BAY	Payless ShoeSource Worldwide,	78037174	

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	Inc.		
HUNTER'S BAY	Payless ShoeSource Worldwide, Inc.	75684800	
L	Payless ShoeSource Worldwide, Inc.	78618058	
LOOK SMART. PAYLESS.	Payless ShoeSource Worldwide, Inc.	78097527	
LOWER EAST SIDE	Payless ShoeSource Worldwide, Inc.	75652553	
LOWER EAST SIDE	Payless ShoeSource Worldwide, Inc.	75791956	
LUSTER	Payless ShoeSource Worldwide, Inc.	78048475	
LUSTER	Payless ShoeSource Worldwide, Inc.	78047903	
M	Payless ShoeSource Worldwide, Inc.	77036541	
M	Payless ShoeSource Worldwide, Inc.	77036507	
M	Payless ShoeSource Worldwide, Inc.	77036487	
M	Payless ShoeSource Worldwide, Inc.	77024231	http://tess2.uspto.gov/bin/gate.exe?f=doc&state=
MINICCI	Payless ShoeSource Worldwide, Inc.	78449747	
MINICCI	Payless ShoeSource Worldwide, Inc.	78236368	

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MINICCI	Payless ShoeSource Worldwide, Inc.	78236366	
MINICCI	Payless ShoeSource Worldwide, Inc.	78236364	
MINICCI	Payless ShoeSource Worldwide, Inc.	78236362	
MONTEGO BAY CLUB	Payless ShoeSource Worldwide, Inc.	78038697	
MONTEGO BAY CLUB	Payless ShoeSource Worldwide, Inc.	75445832	
ORIGINAL RUGGED OUTBACK	Payless ShoeSource Worldwide, Inc.	75551065	
PARADE	Payless ShoeSource Worldwide, Inc.	78317848	
PARADE	Payless ShoeSource Worldwide, Inc.	78317843	
PARADE	Payless ShoeSource Worldwide, Inc.	78183998	
PARADE	Payless ShoeSource Worldwide, Inc.	75674240	
PARADE	Payless ShoeSource Worldwide, Inc.	75472546	
PARADE OF SHOES	Payless ShoeSource Worldwide, Inc.	75440520	
PARADE P	Payless ShoeSource Worldwide, Inc.	78056776	
PARADE SPORT	Payless	75674239	

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TRADEMARK
REEL: 003658 FRAME: 0793

	ShoeSource Worldwide, Inc.		
PASSION HAS ITS PLACE	Payless ShoeSource Worldwide, Inc.	75928092	
PAYLESS	Payless ShoeSource Worldwide, Inc.	74499700	
PAYLESS KIDS	Payless ShoeSource Worldwide, Inc.	75551064	
PAYLESS KIDS	Payless ShoeSource Worldwide, Inc.	75551063	
PAYLESS KIDS	Payless ShoeSource Worldwide, Inc.	74401561	
PAYLESS POINTS	Payless ShoeSource Worldwide, Inc.	78021914	
PAYLESS SHOE SOURCE	Payless ShoeSource Worldwide, Inc.	75551066	
PAYLESS SHOE SOURCE	Payless ShoeSource Worldwide, Inc.	75549462	
PAYLESS SHOE SOURCE	Payless ShoeSource Worldwide, Inc.	75549425	
PAYLESS SHOE SOURCE	Payless ShoeSource Worldwide, Inc.	75497618	
PAYLESS SHOE SOURCE	Payless ShoeSource Worldwide, Inc.	75181489	
PAYLESS SHOE SOURCE	Payless ShoeSource Worldwide, Inc.	75181488	
PAYLESS SHOESOURCE	Payless ShoeSource	74662520	

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TRADEMARK
REEL: 003658 FRAME: 0794

	Worldwide, Inc.		
PAYLESS SHOESOURCE	Payless ShoeSource Worldwide, Inc.	74125947	
PAYLESS SHOESOURCE	Payless ShoeSource Worldwide, Inc.	74400347	
PAYLESS SHOESOURCE	Payless ShoeSource Worldwide, Inc.	73176747	
PAYLESS.COM	Payless ShoeSource Worldwide, Inc.	75642743	
PLUSHEEZ	Payless ShoeSource Worldwide, Inc.	75928742	
POWER CHASERS	Payless ShoeSource Worldwide, Inc.	75306982	
PREDICTIONS	Payless ShoeSource Worldwide, Inc.	75791955	
PREDICTIONS	Payless ShoeSource Worldwide, Inc.	72149063	
PRO SPRINTS	Payless ShoeSource Worldwide, Inc.	78558169	
PRO WINGS	Payless ShoeSource Worldwide, Inc.	73146601	
P-TEK	Payless ShoeSource Worldwide, Inc.	78519468	
RUGGED OUTBACK	Payless ShoeSource Worldwide, Inc.	75378101	
RUGGED OUTBACK	Payless ShoeSource Worldwide, Inc.	74065253	

CHI:1958452.1

TRADEMARK
REEL: 003658 FRAME: 0795

	Inc.	
SAFE T STEP	Payless ShoeSource Worldwide, Inc.	75435107
SHOE DESIGN ONLY	Payless ShoeSource Worldwide, Inc.	78524491
SHOE LOVER'S SALE	Payless ShoeSource Worldwide, Inc.	75928091
SHOEFINDER	Payless ShoeSource Worldwide, Inc.	78072980
SHOES ONLINE ANYTIME PAYLESS.COM	Payless ShoeSource Worldwide, Inc.	75841361
SHOES ONLINE ANYTIME PAYLESS.COM	Payless ShoeSource Worldwide, Inc.	75841358
SHOES. STYLE. INSPIRATION.	Payless ShoeSource Worldwide, Inc.	75826106
SMART FIT	Payless ShoeSource Worldwide, Inc.	75698607
SMART FIT	Payless ShoeSource Worldwide, Inc.	75698606
SMART FIT	Payless ShoeSource Worldwide, Inc.	75630807
SOFT FLEXIBLE BY HIGHLIGHTS	Payless ShoeSource Worldwide, Inc.	74166138
STATE STREET	Payless ShoeSource Worldwide, Inc.	78080663
SUPEROOS	Payless ShoeSource Worldwide, Inc.	73233328

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TRADEMARK
REEL: 003658 FRAME: 0796

TEENY TOES	Payless ShoeSource Worldwide, Inc.	78903837	
TEENY TOES	Payless ShoeSource Worldwide, Inc.	78410040	
THE RIGHT FIT AT THE RIGHT PRICE.	Payless ShoeSource Worldwide, Inc.	75826107	
UN PASO INTELIGENTE	Payless ShoeSource Worldwide, Inc.	78137272	
WATER SOCK BY PAYLESS SHOESOURCE	Payless ShoeSource Worldwide, Inc.	74420407	
WHERE SMART MOMS GO FOR KIDS' SHOES.	Payless ShoeSource Worldwide, Inc.	78045046	
WOLFE ISLAND	Payless ShoeSource Worldwide, Inc.	75826110	

TRADEMARK	OWNER (REG. OWNER)	APPLIC NUMBER	REGIST NUMBER
A	Collective Licensing International, LLC	76273565	2538220
A	Collective Licensing International, LLC	76975828	2854830
DESIGN ONLY	Collective Licensing International, LLC	76324412	2671618
DESIGN ONLY	Collective Licensing International, LLC	76324411	2578679
DESIGN ONLY	Collective Licensing International, LLC	76324320	2578677
ETURA	Collective Licensing International, LLC	76246039	2743534
TARE 7	Collective Licensing International, LLC	76205456	2743325
DESIGN ONLY	Collective Licensing International, LLC	76132791	2763187
GENETIC	Collective Licensing International, LLC	76132787	2646735

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GENETIC	Collective Licensing International, LLC	76132785	2600366
DESIGN ONLY	Collective Licensing International, LLC	75979697	2619496
AIRWALK	Collective Licensing International, LLC	75595260	2314004
A	Collective Licensing International, LLC	75175068	2091338
A	Collective Licensing International, LLC	75093074	2042013
DESIGN ONLY	Collective Licensing International, LLC	75093475	2166302
A	Collective Licensing International, LLC	75389100	2317667
A	Collective Licensing International, LLC	75388389	2588714
AIRWALK	Collective Licensing International, LLC	75070923	2109810
A	Collective Licensing International, LLC	75065717	2152877
ADVANTAGE	Collective Licensing International, LLC	74680841	2587005
EXTREME	Collective Licensing International, LLC	74680549	2667463
FREERIDE	Collective Licensing International, LLC	74680384	2543643
DESIGN ONLY	Collective Licensing International, LLC	73633369	1450940
ITEMS INTERNATIONAL	Collective Licensing International, LLC	73709463	1508306
AIRWALK	Collective Licensing International, LLC	73633370	1511840

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Trademark	Owner	Application Number/Date	Reg Number/Date
LOGO OF 3 DOT OVERLAY	Saucony, Inc.	72/260158 06-Dec-1966	876423
SPOT-BILT	Saucony, Inc.	72/398360 26-Jul-1971	954968 13-Mar-1973
MISCELLANEOUS DESIGN	Saucony, Inc.	73/048162 31-Mar-1975	1131072 19-Feb-1980
SPOT BILT (Design plus character(s))	Saucony, Inc.	71/357163 15-Oct-1934	324181 14-May-1935
THREE-HOLE OVERLAY	Saucony, Inc.	73/146768 31-Oct-1977	1124321 21-Aug-1979
SPOT-BILT	Saucony, Inc.	73/173417 07-Jun-1978	1129304 15-Jan-1980

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Trademark	Owner	Application Number/Date	Number/Date
CIRCLE LOGO WITH THREE DOTS	Saucony, Inc.	73/254752 20-Mar-1980	1170334 22-Sep-1981
HYDE	Saucony, Inc.	245856 04-Mar-1988	245856 24-Jul-1991
HYDE	Saucony, Inc.	72/087232 14-Dec-1959	711784 28-Feb-1961
S LOGO WITH THREE HOLES	Saucony, Inc.	73/389569 27-Sep-1982	1318234 05-Feb-1985
THREE HOLE LOGO	Saucony, Inc.	73/472832 29-Mar-1984	1350728 23-Jul-1985
SAUCONY (Design plus character(s))	Saucony, Inc.	73/444004 16-Sep-1983	1356744 27-Aug-1985
WHITE SPOT OR DISK ON UPPER PORTION OF SHOE	Saucony, Inc.	71/373278 02-Jan-1936	338768 15-Sep-1936
SPOT-BILT	Saucony, Inc.	73/655030 13-Apr-1987	1475054 02-Feb-1988
SPOT LOGO	Saucony, Inc.	73/712148 19-Feb-1988	1512305 15-Nov-1988
SAUCONY (Stylized)	Saucony, Inc.	78/409490 28-Apr-2004	2959812 07-Jun-2005
HYDE	Saucony, Inc.	73/743109 29-Jul-1988	1533409 04-Apr-1989
TRB	Saucony, Inc.	73/775619 23-Jan-1989	1561066 17-Oct-1989
SAUCONY & RIVER LOGO	Saucony, Inc.	75/014474 03-Nov-1995	2064602 27-May-1997
GRID	Saucony, Inc.	76/375380 26-Feb-2002	2663005 17-Dec-2002
DESIGN	Saucony, Inc.	73/048162 15-Sep-1980	1131072 19-Feb-1980
HYDE	Saucony, Inc.	72/087232 14-Dec-1959	711784 28-Feb-1961
CRM	Saucony, Inc.	76/380845 08-Mar-2002	2683189 04-Feb-2003
CRM	Saucony, Inc.	76/380845 08-Mar-2002	2683189 04-Feb-2003
ARCH-LOCK	Saucony, Inc.	76/380735 08-Mar-2002	2683188 04-Feb-2003
SAUCONY	Saucony, Inc.	78/157825 26-Aug-2002	2964879 05-Jul-2005
MISCELLANEOUS DESIGN	Saucony, Inc.	78/164000 13-Sep-2002	2953063 17-May-2005

CHI:1958452.1

TRADEMARK
REEL: 003658 FRAME: 0799

Trademark	Owner	Application Number/Date	Number/Date
MISCELLANEOUS DESIGN	Saucony, Inc.	78/184739 13-Nov-2002	2849570 01-Jun-2004
XT-1200	Saucony, Inc.	78/165405 18-Sep-2002	2811816 03-Feb-2004
GRID VISION	Saucony, Inc.	78/180382 31-Oct-2002	2826564 23-Mar-2004
HRC	Saucony, Inc.	78/414419 06-May-2004	2981052 02-Aug-2005
STABILITY GUIDE	Saucony, Inc.	78/244226 01-May-2003	2942995 19-Apr-2005
S SAUCONY OWNERS CLUB	Saucony, Inc.	76/177867 08-Dec-2000	2630366 08-Oct-2002
MISCELLANEOUS DESIGN	Saucony, Inc.	78/252160 20-May-2003	2981842 02-Aug-2005
MISCELLANEOUS DESIGN	Saucony, Inc.	78/264699 19-Jun-2003	2910565 14-Dec-2004
170 GRID ENERGY CRM	Saucony, Inc.	78/252155 20-May-2003	2955680 24-May-2005
B/CR	Saucony, Inc.	78/277390 22-Jul-2003	2943044 19-Apr-2005
SAUCONY 26	Saucony, Inc.	78/376143 01-Mar-2004	3030404 13-Dec-2005
GRID AURA TR	Saucony, Inc.	78/402487 15-Apr-2004	2981033 02-Aug-2005
SRC	Saucony, Inc.	78/402494 15-Apr-2004	3101736 06-Jun-2006
STRIKE GUIDE	Saucony, Inc.	78/402489 15-Apr-2004	3163501 24-Oct-2006
SAUCONY (Stylized)	Saucony, Inc.	73/201269 24-Jan-1979	1147250 17-Feb-1981
EVERY RUNNER HAS A STORY	Saucony, Inc.	78/414312 06-May-2004	3038430 03-Jan-2006
3D GRID	Saucony, Inc.	78/418650 14-May-2004	2987479 23-Aug-2005
TRIGON GUIDE	Saucony, Inc.	78/461874 04-Aug-2004	3101941 06-Jun-2006
180 TRIGON RIDE	Saucony, Inc.	78/461881 04-Aug-2004	3030716 13-Dec-2005
LOYAL TO THE SPORT	Saucony, Inc.	78/479613 07-Sep-2004	3020385 29-Nov-2005
GRID TANGENT	Saucony, Inc.	78/499233 13-Oct-2004	3121889 25-Jul-2006
MISCELLANEOUS DESIGN	Saucony, Inc.	78/502850 20-Oct-2004	3095051 23-May-2006

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TRADEMARK
REEL: 003658 FRAME: 0800

Trademark	Owner	Application Number/Date	Number/Date
HIND	Saucony, Inc.	78/157795 26-Aug-2002	3144118 19-Sep-2006
WINDJAMMER	Saucony, Inc.	75/683304 15-Apr-1999	2625502 24-Sep-2002
PAVEMENT OPTIONAL	Saucony, Inc.	78/051622 06-Mar-2001	2799089 23-Dec-2003
DRYLETE	Saucony, Inc.	73/784357 03-Mar-1989	1561106 17-Oct-1989
HIND & DESIGN	Saucony, Inc.	73/726036 02-May-1988	1552965 22-Aug-1989
PROCORE & DESIGN	Saucony, Inc.	73/684655 17-Sep-1987	1491233 07-Jun-1988
HIND & DESIGN	Saucony, Inc.	73/587515 10-Mar-1986	1412432 07-Oct-1986
HIND (Stylized)	Saucony, Inc.	78/976287 08-Aug-2003	3002970 27-Sep-2005
PROLETE	Saucony, Inc.	78/315706 20-Oct-2003	3006522 11-Oct-2005
MAKING SWEAT LOOK GOOD	Saucony, Inc.	003718988 18-Mar-2004	003718988 13-June-2005

Mark	Registrant	Reg/App No
KEDS	SR Holdings, Inc.	1816261
BILLFISH	SR Holdings, Inc.	2316506
PRO-KEDS & Design	SR Holdings, Inc.	2613028
SPERRY	SR Holdings, Inc.	732519
KEDETTES	SR Holdings, Inc.	332392
Double Stripe Design	SR Holdings, Inc.	2076036
XGS	SR Holdings, Inc.	77048518
GRASSHOPPERS	SR Holdings, Inc.	1072756
KEDS	SR Holdings, Inc.	2118183
KEDS	SR Holdings, Inc.	114848
Baseball Stitch (FRONT)	SR Holdings, Inc.	1819586
KEDS	SR Holdings, Inc.	1222699
Sailboat Design	SR Holdings, Inc.	1810853
AUTHENTIC ORIGINAL	SR Holdings, Inc.	2045317
BLUE LABEL DESIGN	SR Holdings, Inc.	1784225

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TRADEMARK
REEL: 003658 FRAME: 0801

Mark	Registrant	Reg/App No.
WETLANDS COLLECTION	SR Holdings, Inc.	2215634
210 MAINSAIL	SR Holdings, Inc.	805611
ZIPS	SRL, Inc.	2162366
LIFE'S WAITING, LET'S GO	SRL, Inc.	2934210
Baseball Stitch (BACK)	SR Holdings, Inc.	1819585
ZIPS (stylized)	SRL, Inc.	1125588
STRIDE RITE	SRL, Inc.	1236944
KID TECH	SRL, Inc.	2701463
SR (stylized)	SRL, Inc.	2093072
STRIDE RITE	SRL, Inc.	2121905
STRIDE RITE E-FIT	SRL, Inc.	3030337
220 GRASSHOPPERS & Design	SR Holdings, Inc.	2961273
Euro Stripe Design	SR Holdings, Inc.	2887827
HYDROGRIP SYSTEM	SR Holdings, Inc.	2312484
PRO-KEDS & Design	SR Holdings, Inc.	1177361
Power Stripe in Black & White	SR Holdings, Inc.	2634812
PRO-KEDS	SR Holdings, Inc.	2001959
WALK TO LEARN	SRL, Inc.	2224326
LEARN TO WALK	SRL, Inc.	2224325
LEARN 2 WALK WALK 2 LEARN & Design	SRL, Inc.	2219541
REPTILES	SRL, Inc.	3138006
30 KID SMART & Design	SRL, Inc.	3216206
Power Stripe in Red & Blue	SR Holdings, Inc.	867592
Check Mark Design (Badger II)	SR Holdings, Inc.	2953847
SPERRY TOP-SIDER	SR Holdings, Inc.	2190007
CHAMPION	SR Holdings, Inc.	2156958
SPERRY TOP-SIDER & Design (1992 version)	SR Holdings, Inc.	1860428
STRIDE RITE	SRL, Inc.	1273954
LEARN 2 WALK WALK 2 LEARN & Design	SRL, Inc.	2219542
GET WET	SR Holdings, Inc.	78716309
WHEN PERFORMANCE COUNTS	SR Holdings, Inc.	2687543
340 STREET HOT	SRL, Inc.	1604756

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TRADEMARK
REEL: 003658 FRAME: 0802

Mark	Registrant	Reg/App No
GRASSHOPPERS & Design	SR Holdings, Inc.	78301342
QUADRO-GRIP	SR Holdings, Inc.	1809308
MUNCHKIN	SRL, Inc.	2174118
SHOE BUZZ (Design)	SRL, Inc.	2961520
SPERRY TOP-SIDER & Design (old)	SR Holdings, Inc.	1139234
SPERRY TOP-SIDER	SR Holdings, Inc.	1819293
GREAT FEET	SRL, Inc.	2010483
KEDS	SR Holdings, Inc.	902655
SPERRY	SR Holdings, Inc.	2489029
292 BLUE LABEL DESIGN	SR Holdings, Inc.	685185
MATCH 'N GO	SRL, Inc.	2967019
BABY SMART & Design	SRL, Inc.	3216205
Two Face Design (Spike & Violet)	SRL, Inc.	2037952
Baseball Stitch (SIDE)	SR Holdings, Inc.	1819587
STRIDE RITE	The Stride Rite Corporation	1532092
STRIDE RITE	The Stride Rite Corporation	2386293
GRASSHOPPERS	The Keds Corporation	824458
NICO + BELLA	SRL, Inc.	78588048
TU	SRL, Inc.	1512834
360 CRYSTALUNA	SRL, Inc.	3099280
LAUNDRY LEATHER	SR Holdings, Inc.	1485323
GRASSHOPPERS	SR Holdings, Inc.	885530
THE SHOE OF CHAMPIONS	SR Holdings, Inc.	3072126
READY TO WASH	SR Holdings, Inc.	2498604
KEDS	SR Holdings, Inc.	2027964
LAUNDRY LEATHER	SR Holdings, Inc.	1485272

B. TRADEMARK APPLICATIONS

TRADEMARK	OWNER (REG. OWNER)	APPLIC. NUMBER
TAKING STEPS TO FIGHT BREAST CANCER	Payless ShoeSource Worldwide, Inc.	77172437
A AIRWALK UNSIGNED HERO & Design	Collective Licensing International, LLC	77028386

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IMPULSE EVA	Saucony, Inc.	78/329845
STRETCH ZONE	Saucony, Inc.	78/418649
SAUCONY & DESIGN	Saucony, Inc.	78/502826
KILKENNY	Saucony, Inc.	78/502136
GRID PROPEL	Saucony, Inc.	78/555137
GRID EXCURSION TR	Saucony, Inc.	78/739994
PERFORMANCE SHAPE TECHNOLOGY	Saucony, Inc.	78/378782

C. TRADEMARK LICENSES

TRADEMARK	GRANTOR	GRANTEE	DESCRIPTION OF AGREEMENT
AIRWALK	Collective Licensing International, LLC	Payless ShoeSource, Inc.	"License and Design Services Agreement" Licensor: Collective Licensing International, LLC (as assigned from Airwalk International, LLC) Licensee: Payless Shoesource Worldwide, Inc. - Licensee Dated: August 12, 2003 Amended: October 26, 2006
AIRWALK	Collective Licensing International, LLC	BBC	"License Agreement" Licensor: Collective Licensing International, LLC Licensee: BBC International, LLC Dated: January 1, 2004 Amended: October 6, 2005; April 20, 2006; July 11, 2006
AIRWALK	Collective Licensing International, LLC	Division Six	"License Agreement" Licensor: Collective Licensing International, LLC Licensee: Division Six Sports, Inc. Dated: March 1, 2005 Amended: March 3, 2005

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TRADEMARK	GRANTOR	GRANTEE	DESCRIPTION OF AGREEMENT
AIRWALK	Collective Licensing International, LLC	Airborne Entertainment	"Wireless Media License Agreement: Licensor: Collective Licensing International, LLC Licensee: Airborne Entertainment, Inc. Dated: August 7, 2006
SIMS	Collective Licensing International, LLC	TSA Corporate Services, Inc.	"License Agreement" Licensor: Collective Licensing International, LLC Licensee: TSA Corporate Services, Inc. Dated: October 24, 2006
ANDY MAC	AndyMac Productions, Inc.	Collective Licensing International, LLC	"Professional Athlete Exclusive License & Endorsement Agreement" Parties: Collective Licensing International, LLC and AndyMac Productions, Inc. Dated: January 1, 2007
SIMS CARVE SUGARBOARDS WORLD SNOWBOARDING CHAMPIONSHIPS	Thomas P. Sims and Hilary Sims	Collective Licensing International, LLC	"Exclusive Agency - Letter Agreement" Licensor: Thomas P. Sims & Hilary Sims Licensee: Collective Licensing International, LLC Dated: June 20, 2006
ABAETE LAURA PORTEZKY	Laura Poretzky	Payless ShoeSource Worldwide, Inc.	"Marketing and License Agreement" Licensor: Laura Poretzky Licensee: Payless ShoeSource Worldwide, Inc. Dated: November 7, 2006
LELA ROSE	Stitch & Couture, Inc.	Payless ShoeSource Worldwide, Inc.	"Marketing and License Agreement" Licensor: Stitch & Couture Inc. d/b/a Lela Rose Licensee: Payless ShoeSource Worldwide, Inc. Dated: November 17, 2006

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TRADEMARK	GRANTOR	GRANTEE	DESCRIPTION OF AGREEMENT
PATRICIA FIELD	Patricia Field, and Pants Pub, Ltd.	Payless ShoeSource Worldwide, Inc.	"Marketing and License Agreement" Licensor: Patricia Field & Pants Pub, Ltd. Licensee: Payless ShoeSource Worldwide, Inc. Dated: February 23, 2007
ALICE + OLIVIA	Alice + Olivia LLC	Payless ShoeSource Worldwide, Inc.	"Marketing and License Agreement" Licensor: Alice + Olivia, LLC Licensee: Payless ShoeSource Worldwide, Inc. Dated: May 25, 2007

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TRADEMARK	GRANTOR	GRANTEE	DESCRIPTION OF AGREEMENT
DEXTER, DEXFLEX, DEXCLASSIC - Word marks and any related logos and designs BUILT FOR THE WAY YOU REALLY LIVE DEXTER ATTITUDES COMFORT CLASSICS DEXTER SELECTS DEXTER THE BEST TO YOU FROM MAINE KING AND CLARK BY DEXTER STEP INTO GOOD HEALTH WITH COMFORTABLE WALKING SHOES LADY DEXTER MISS DEXTER DEXTER (in Chinese Characters) THE MOST COMFORTABLE BOAT SHOE ON EARCH REINVENT. REDESIGN. REENERGIZE DEXTER ALTITUDES ZENFLEX DEXTECH TEXTEX DEXTAIR DEXBLU DEXTERBLU DEXTER WHY KNOT? DEXTER A BOAT'S BEST FRIEND DEXTER RESCUE DEXTER WALKMOCS DEXTER PLUS & Design DEXTER & Design DEXTER LITE	H.H. Brown Shoe Company, Inc.; and Dexter Shoe Company	Payless ShoeSource Worldwide, Inc.	"License Agreement" Licensor: Dexter Shoe Company Licensee: Payless ShoeSource Worldwide, Inc. Dated: June 25, 2007

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TRADEMARK	GRANTOR	GRANTEE	DESCRIPTION OF AGREEMENT
AMERICAN BALLET THEATRE, ABT and any associated logos and designs	The Ballet Theatre Foundation, Inc.	Payless ShoeSource Worldwide, Inc.	"Marketing and License Agreement" Licensor: Ballet Theatre Foundation, Inc. Licensee: Payless ShoeSource Worldwide, Inc. Dated: June 21, 2006
A Design Logos Running Man Logo ETURA AIRWALK	Collective Licensing International, LLC	Payless ShoeSource Worldwide, Inc.	"License and Design Services Agreement" Licensor: Collective Licensing International, LLC (as assigned from Airwalk International, LLC) Licensee: Payless Shoesource Worldwide, Inc. - Licensee Dated: August 12, 2003 Amended: October 26, 2006
CHAMPION and C Logo	Champion Athleticwear, a division of Sara Lee Corporation	Payless ShoeSource Worldwide, Inc.	"License Agreement" Licensor: Champion Athleticwear, a division of Sara Lee Corporation (Hanes Brand, Inc. by assignment) Licensee: Payless ShoeSource Worldwide, Inc. Dated: July 21, 2003 Amended: March 23, 2006
TAILWIND Word mark and logos and designs [Right to Use]	Exeter Brands Group, LLC	Payless ShoeSource Worldwide, Inc.	"Purchase and Sale Agreement" Parties: Payless ShoeSource Worldwide, Inc.; and Exeter Brands Group, LLC Dated: November 20, 2006
SPALDING (word mark and design mark) Design Logo	Spalding Division of Russell Corporation	Payless ShoeSource Worldwide, Inc.	"License Agreement" Licensor: Spalding, a division of Russell Corporation Licensee: Payless ShoeSource Worldwide, Inc. Dated: June 1, 2007

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