

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST ASSIGNMENT AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEAR STEARNS CORPORATE LENDING INC.		06/18/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST FSB
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Federal Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 100

Property Type	Number	Word Mark
Registration Number:	0761381	ADAM'S RIB
Registration Number:	1802161	ALL PRO
Serial Number:	78656571	ALL PRO
Registration Number:	2240936	ALL WALKS OF LIFE
Registration Number:	3006302	AQUAFX
Serial Number:	78483715	AURO
Registration Number:	2694015	AURO
Registration Number:	1592084	COLOR MATCH
Registration Number:	2846805	CUSHION TEC
Serial Number:	72155148	
Serial Number:	72229650	
Registration Number:	2751345	DURA+MATES
Serial Number:	77005397	ECO-FX

CH \$2515.00 0761381

Registration Number:	2979644	EVER WEAR
Registration Number:	2673300	EZ MATCH
Registration Number:	2525702	FALL PROOF
Registration Number:	0711571	FLUFFIES
Registration Number:	2114401	FOR ALL WALKS OF LIFE
Serial Number:	78711772	FRESHCARE
Registration Number:	2781599	G
Registration Number:	2790737	G
Registration Number:	2781598	G
Registration Number:	2160214	GOLD CLUB
Registration Number:	0308608	
Registration Number:	3119227	
Registration Number:	2801963	
Registration Number:	2707500	GOLD STANDARD
Registration Number:	2056422	
Registration Number:	2704278	
Serial Number:	77023665	GOLDTOE
Registration Number:	1780355	GOLD TOE
Registration Number:	2751736	GOLD TOE
Registration Number:	0770389	GOLD TOE
Registration Number:	1837930	GOLD TOE
Registration Number:	2831431	
Registration Number:	1924671	GOLD TOE CLASSIC
Registration Number:	2586443	GOLD TOE GEAR
Registration Number:	2838566	GOLDTOE MAX
Registration Number:	2727767	GOLD TOE PLATINUM
Serial Number:	78707924	GOLD TOE PREMIER
Serial Number:	78937990	GOLDTOE SOLEUTION
Registration Number:	2822294	
Registration Number:	2621864	GREAT AMERICAN SOCKS
Serial Number:	78508163	GT A GOLD TOE BRAND
Serial Number:	76653542	GT A GOLD TOE BRAND
Registration Number:	1994946	LEGEND BY GOLD TOE
Serial Number:	78490546	LEGEND BY GOLD TOE BRANDS
Registration Number:	3043541	MAX SPUN

Serial Number:	78831280	PERFECT FIT
Serial Number:	75103283	PERFECT FIT
Serial Number:	78695196	PRIMERA
Serial Number:	77010318	PRO A GOLD TOE BRAND
Registration Number:	1723914	
Registration Number:	2770527	
Serial Number:	78370459	
Registration Number:	0740958	SILVER TOE
Registration Number:	2879864	SILVER TOE
Registration Number:	3131112	SILVER TOE GEAR
Registration Number:	2799496	
Registration Number:	2275026	SILVERGARD
Serial Number:	78938054	SOLEUTION
Registration Number:	2163413	STANDARD OF QUALITY
Serial Number:	78585160	TEMPFX
Serial Number:	78774822	THERMO SHIELD
Registration Number:	2951935	TODAY'S CASUAL
Registration Number:	2540661	
Registration Number:	3104313	TREADWELL
Serial Number:	78958687	ULTRA TEC
Registration Number:	0438775	"SANFORSET"
Registration Number:	0408781	SANFORIZED
Registration Number:	0408780	SANFORIZED
Registration Number:	1626082	COLOUR YOUR WORLD
Registration Number:	1987386	FOOT UNDIES
Registration Number:	2959499	
Registration Number:	2331852	FRESH SOLES
Serial Number:	78826712	FUSIONSX
Serial Number:	75679982	GOLDLINE
Serial Number:	76528714	GOLDPLUS
Serial Number:	78743572	HYDROWOOL
Serial Number:	78494624	INTELLI-SOLES
Serial Number:	76339324	
Serial Number:	74033024	MORETZ
Serial Number:	74033025	MORETZ

Serial Number:	74032998	MORETZ
Serial Number:	75225394	MORETZ ATHLETICS
Serial Number:	75650362	ONE SOX YOUR SPORT
Serial Number:	78382476	OUTDOOR ADVENTURE
Serial Number:	78382460	PERFORMANCE ZONE
Serial Number:	78114449	POWERMOMES
Serial Number:	73239207	POWER PLAY
Serial Number:	74559762	POWER SOX
Serial Number:	76493368	POWERPLAYER
Serial Number:	78262007	POWERVALUE
Registration Number:	2319377	PRO-THICKS
Serial Number:	78156381	SOFTOUCH
Serial Number:	78179095	SOLE 2 SOUL
Serial Number:	78222463	SOXMATES
Serial Number:	75185623	VAPOR-TECH
Serial Number:	78448224	
Serial Number:	78448227	

CORRESPONDENCE DATA

Fax Number: (212)836-8689
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-836-7999
Email: stobias@kayescholer.com
Correspondent Name: Stanley Tobias c/o Kaye Scholer LLP
Address Line 1: 425 Park Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	66506-0004-10161
NAME OF SUBMITTER:	Stanley Tobias
Signature:	/Stanley Tobias/
Date:	06/30/2009

Total Attachments: 13
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**SECURITY INTEREST ASSIGNMENT AGREEMENT
(TRADEMARKS)**

THIS SECURITY INTEREST ASSIGNMENT AGREEMENT (TRADEMARKS) (this "Agreement") is made and entered into as of this 18th day of June, 2009, by BEAR STEARNS CORPORATE LENDING INC., as the current second lien Collateral Agent (in such capacity, "Assignor"), in favor of WILMINGTON TRUST FSB, as the successor second lien Collateral Agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to (i) the Second Lien Intellectual Property Security Agreement, dated as of October 30, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Intellectual Property Security Agreement"), among Gold Toe Moretz Holdings Corp. (the surviving entity following the merger of GTM Holdings, Inc. (formerly known as Gold Toe Investment Corp.) into Gold Toe Corp., the "Borrower"), the subsidiaries of the Borrower party thereto and Assignor, (ii) the Grant of Second Lien Security Interest In United States Trademarks, dated as of October 30, 2006 (the "Original Trademark Security Agreement"), among GAKM Resources LLC (formerly GAKM Resources Corporation), a Delaware limited liability company ("GAKM"), GTB Holding, LLC (formerly GTB Holding Corp.), a Delaware limited liability company ("GTB Holding") and GoldToeMoretz, LLC (as successor by merger to Moretz, Inc.), a Delaware limited liability company ("GoldToeMoretz"; and together with GAKM and GTB Holding, each a "Grantor" and collectively, the "Grantors") in favor Assignor, which was recorded with the United States Patent and Trademark Office on November 7, 2006, on reel 003423 frame 0146, reel 003423 frame 0196 and reel 003423 frame 0217 and (iii) the Amended and Restated Grant of Second Lien Security Interest In United States Trademarks, dated as of January 17, 2007 (the "Amended and Restated Trademark Security Agreement"; and together with the Original Trademark Security Agreement, the "Trademark Security Agreements"), among GAKM, GTB Holding and GoldToeMoretz in favor Assignor, which was recorded with the United States Patent and Trademark Office on September 12, 2008, on reel 003852 frame 0591, and on July 31, 2008, on real 003826 frame 0864 and reel 003826 frame 0804.

WHEREAS, pursuant to the Second Lien Intellectual Property Security Agreement and the Trademark Security Agreements, each Grantor has granted to Assignor a second lien security interest in, and lien on, all of its right, title and interest in and to the Trademarks (as defined in the Intellectual Property Security Agreement) including, without limitation, the Trademarks described on Schedule I annexed hereto and made a part hereof (the "Collateral"); and

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest under the Second Lien Intellectual Property Security Agreement and the Trademark Security Agreements, including, without limitation, its security interest in, and lien on, the Collateral, and Assignee desires to accept and assume all of such right, title, interest, security interests and liens.

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

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Second Lien Intellectual Property Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Second Lien Intellectual Property Security Agreement and the Trademark Security Agreements, including, without limitation, its security interest in, and lien on, the Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. Each of the Grantors hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Collateral are more fully set forth in the Second Lien Intellectual Property Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

BEAR STEARNS CORPORATE LENDING INC.,
as current second lien Collateral Agent

By: JPMorgan Chase Bank, N.A.,
Authorized Signatory

By: Neil R. Boylan
Name: Neil R. Boylan
Title: Managing Director

ASSIGNEE:

WILMINGTON TRUST FSB, as successor second
lien Collateral Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

GAKM RESOURCES LLC

By: _____
Name: _____
Title: _____

GTB HOLDING, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:


BEAR STEARNS CORPORATE LENDING INC.,
as current second lien Collateral Agent

By: JPMorgan Chase Bank, N.A.,
Authorized Signatory

By: _____
Name: _____
Title: _____

ASSIGNEE:

WILMINGTON TRUST FSB, as successor second
lien Collateral Agent

By: 
Name: Renee Kuhl
Title: Assistant Vice President

ACKNOWLEDGED AND AGREED:

GAKM RESOURCES LLC

By: _____
Name: _____
Title: _____

GTB HOLDING, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

BEAR STEARNS CORPORATE LENDING INC.,
as current second lien Collateral Agent

By: JPMorgan Chase Bank, N.A.,
Authorized Signatory

By: _____
Name: _____
Title: _____

ASSIGNEE:

WILMINGTON TRUST FSB, as successor second
lien Collateral Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

GAKM RESOURCES LLC

By: Chuck J. Ward
Name: Chuck J. Ward
Title: EVP and CFO

GTB HOLDING, LLC

By: Chuck J. Ward
Name: Chuck J. Ward
Title: EVP and CFO

GOLDTOEMORETZ, LLC

By: Chuck J. Ward
Name: Chuck J. Ward
Title: EVP + CFO

Schedule I

TRADEMARKS OWNED BY GAKM RESOURCES LLC

Trademark Registrations and Applications

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

FALL PROOF <i>United States</i>	75/727363	2525702
FLUFFIES <i>United States</i>	72/097305	711571
FOR ALL WALKS OF LIFE <i>United States</i>	74/525534	2114401
FRESHCARE and Design <i>United States</i>	78/711772	
G AND DESIGN <i>United States</i>	76/463729	2781599
G AND DESIGN (on Sole of Sock) <i>United States</i>	76/463730	2790737
G AND DESIGN IN SQUARE <i>United States</i>	76/463728	2781598
GOLD CLUB <i>United States</i>	75/242778	2160214
GOLD COLORING ON TOE OF SOCK <i>United States</i>	71/3140286	308608
GOLD RING DESIGN <i>United States</i>	78/466145	3119227
GOLD RINGS (three rings) <i>United States</i>	76/463727	2801963
GOLD STANDARD <i>United States</i>	76/041120	2707500
GOLD STRIPE DESIGN <i>United States</i>	74/680710	2056422
GOLD STRIPE DESIGN (Principal Register) <i>United States</i>	76/401214	2704278
GOLD TOE <i>United States</i>	77/023665	
GOLD TOE <i>United States</i>	74/239513	1780355
GOLD TOE <i>United States</i>	76/179968	2751736
GOLD TOE <i>United States</i>	72/155149	770389

GOLD TOE (FANCIFUL PRINT) <i>United States</i>	74/239325	1837930
GOLD TOE AND GOLD HEEL <i>United States</i>	76/462707	2831431
GOLD TOE CLASSIC <i>United States</i>	74/323035	1924671
GOLD TOE GEAR <i>United States</i>	76/135132	2586443
GOLD TOE MAX <i>United States</i>	78/198092	2,838,566
GOLD TOE PLATINUM <i>United States</i>	76/197694	2727767
GOLD TOE PREMIER <i>United States</i>	78/707924	
GOLD TOE SOLEUTION and design <i>United States</i>	78/937990	
GOLD TRED DESIGN MARK <i>United States</i>	76/435363	2822294
GREAT AMERICAN SOCKS <i>United States</i>	75/908810	2621864
GT A GOLD TOE BRAND <i>United States</i>	78/508163	
GT A GOLD TOE BRAND DESIGN <i>United States</i>	76/653542	
LEGEND BY GOLD TOE <i>United States</i>	74/668550	1994946
LEGEND BY GOLD TOE BRANDS <i>United States</i>	78/490546	
MAXSPUN AND DESIGN <i>United States</i>	76/590936	3043541
PERFECT FIT <i>United States</i>	78/831280	
PERFECT FIT <i>United States</i>	75/103283	2139828

PRIMERA <i>United States</i>	78/695196	
PRO A GOLD TOE BRAND <i>United States</i>	77/010318	
SANTA DESIGN <i>United States</i>	74/164330	1723914
SILVER COLORING ON TOE OF SOCK <i>United States</i>	75/630275	2770527
SILVER RINGS (three rings) <i>United States</i>	78/370459	
SILVER TOE <i>United States</i>	72/132671	740958
SILVER TOE <i>United States</i>	76/179967	2879864
SILVER TOE GEAR <i>United States</i>	78/554285	3131112
SILVER TRED DESIGN MARK <i>United States</i>	76/435362	2799496
SILVERGARD <i>United States</i>	75/446984	2275026
SOLEUTION and design <i>United States</i>	78/938054	
STANDARD OF QUALITY <i>United States</i>	75/197421	2163413
TEMPFX and Design <i>United States</i>	78/585160	
THERMO SHIELD AND DESIGN <i>United States</i>	78/774822	
TODAY'S CASUAL <i>United States</i>	75/860956	2951935
TOE PRINT LOGO <i>United States</i>	74/666328	2,540,661
TREADWELL <i>United States</i>	76/461806	3104313
ULTRA TEC and design <i>United States</i>	78/958687	

TRADEMARKS OWNED BY GTB HOLDING, LLC*Trademark Registrations and Applications*

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

TRADEMARKS OWNED BY GOLDTOEMORETZ, LLC

Trademark Registrations and Applications

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

POWERMOTES <i>United States</i>	78/114,449 03/13/2002	2,796,096 12/16/2004
POWER PLAY <i>United States</i>	73/239,207 11/15/1979	1,197,967 06/15/1982
POWER SOX <i>United States</i>	74/559,762 08/11/1994	1,997,463 08/127/1996
POWERPLAYER <i>United States</i>	76/493,368	
POWERTHREE <i>United States</i>	78/262007 06/13/2003	2,861,680 07/06/2004
PRO-THICKS <i>United States</i>	75/650,363 02/26/1999	2,319,377 02/15/2000
SOFTOUCH <i>United States</i>	78/156,381 08/21/2002	2,760,427 09/02/2003
SOLE 2 SOUL <i>United States</i>	78/179,095 10/28/2002	3,060,831 02/21/2006
SOXMATES <i>United States</i>	78/222,463 03/06/2003	2,849,746 06/01/2004
VAPOR TECH (Stylized) <i>United States</i>	75/185,623 10/22/1996	2,075,900 07/01/1997
Wings Design in Diamond <i>United States</i>	78/448,224 07/09/2004	3,005,806 10/11/2005
Wings Design in Diamond <i>United States</i>	78/448,227 07/09/2004	3104992 06/13/2006