

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Global Brand Marketing Inc.	12/04/2006

RECEIVING PARTY DATA

Name:	Greystone Business Credit II LLC
Street Address:	152 West 57th Street, 60th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 99

Property Type	Number
Patent Number:	6829847
Patent Number:	D527172
Patent Number:	D526767
Patent Number:	D526114
Patent Number:	D525769
Patent Number:	D524018
Patent Number:	D524017
Patent Number:	D524015
Patent Number:	D523615
Patent Number:	D523218
Patent Number:	D523215
Patent Number:	D522222
Patent Number:	D522218
Patent Number:	D521716
Patent Number:	D521218

PATENT

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REEL: 018616 FRAME: 0658

OP \$3960.00 6829847

Patent Number:	D520223
Patent Number:	D517786
Patent Number:	D515299
Patent Number:	D514288
Patent Number:	D513448
Patent Number:	D510473
Patent Number:	D509950
Patent Number:	D509650
Patent Number:	D508307
Patent Number:	D505250
Patent Number:	D504756
Patent Number:	D499538
Patent Number:	D499242
Patent Number:	D499239
Patent Number:	D498902
Patent Number:	D498349
Patent Number:	D494752
Patent Number:	D491717
Patent Number:	D501300
Patent Number:	D490228
Patent Number:	D490222
Patent Number:	D489167
Patent Number:	D487626
Patent Number:	D486633
Patent Number:	D486632
Patent Number:	D486631
Patent Number:	D485973
Patent Number:	D484676
Patent Number:	D484675
Patent Number:	D483934
Patent Number:	D483933
Patent Number:	D483554
Patent Number:	D483176
Patent Number:	D482854
Patent Number:	D481529

Patent Number:	D481201
Patent Number:	D480553
Patent Number:	D480552
Patent Number:	D480202
Patent Number:	D479643
Patent Number:	D479390
Patent Number:	D479039
Patent Number:	D479035
Patent Number:	D478717
Patent Number:	D478412
Patent Number:	D477905
Patent Number:	D477707
Patent Number:	D477456
Patent Number:	D477455
Patent Number:	D476802
Patent Number:	D476145
Patent Number:	D476144
Patent Number:	D475847
Patent Number:	D475514
Patent Number:	D475187
Patent Number:	D475186
Patent Number:	D475185
Patent Number:	D475885
Patent Number:	D474884
Patent Number:	D474334
Patent Number:	D474006
Patent Number:	D473702
Patent Number:	D473046
Patent Number:	D472699
Patent Number:	D472039
Patent Number:	D471348
Patent Number:	D471000
Patent Number:	D470999
Patent Number:	D470298
Patent Number:	D469247

Patent Number:	D468896
Patent Number:	D467713
Patent Number:	D464477
Patent Number:	D463901
Patent Number:	D461950
Patent Number:	D460253
Patent Number:	D456597
Patent Number:	D451266
Patent Number:	D447852
Patent Number:	D432773
Patent Number:	D432772
Patent Number:	D426946
Patent Number:	D457297
Patent Number:	D493951

CORRESPONDENCE DATA

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 Address Line 1: 55 East Monroe Street, Suite 3700
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5734.012
NAME OF SUBMITTER:	Sharon Patterson

Total Attachments: 7
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated or otherwise modified from time to time, the "Patent Security Agreement") is made this 4th day of December, 2006, between GLOBAL BRAND MARKETING INC., a California corporation (the "Borrower"), in favor of GREYSTONE BUSINESS CREDIT II LLC, a Delaware limited liability company (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") between Borrower and Lender, the Lender is willing to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to Section 3.3 of Loan and Security Agreement, Borrower is required to execute and deliver to Lender, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Borrower hereby grants to Lender a continuing first priority security interest in all of such Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) (i) all of its patents and patent applications throughout the world, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of Borrower's rights corresponding thereto (the "Patents"), including, without limitation, those filed with the United States Patent and Trademark Office, as set forth on Schedule A hereto and (ii) any rights under or interest in any Patent, including software license agreements with any other party, whether the Borrower is a licensee or licensor under any such license agreement, and the right to use the foregoing in connection with the enforcement of Lender's rights under the Loan Documents, including, without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by Borrower and now or hereafter covered by such licenses (the "Patent Licenses") to which it is a party including those referred to on Schedule A hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan and Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. AUTHORIZATION TO SUPPLEMENT. If Borrower shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting Borrower's obligations under this Section 4, Borrower hereby authorizes Lender unilaterally to modify Patent Security Agreement by amending Schedule A to include any such new patent rights of Borrower. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule A.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

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

GLOBAL BRAND MARKETING INC.

By: 
Name: Sudeep Datta
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

**GREYSTONE BUSINESS CREDIT II LLC., as
Lender**

By: _____
Name: _____
Title: _____

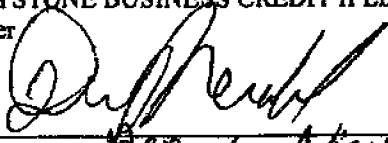
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL BRAND MARKETING INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**GREYSTONE BUSINESS CREDIT II LLC., as
Lender**

By: 
Name: DREW VEIDER
Title: President

SCHEDULE A**PATENTS**

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Date</u>
Pant cuff protector	6829847	12/14/04
Footwear outsole	D527172	08/29/06
Footwear upper	D526767	08/22/06
Footwear upper	D526114	08/08/06
Footwear outsole	D525769	08/01/06
Footwear outsole	D524018	07/04/06
Footwear outsole	D524017	07/04/06
Footwear upper	D524015	07/04/06
Footwear upper	D523615	06/27/06
Footwear upper	D523218	06/20/06
Footwear outsole	D523215	06/20/06
Footwear upper	D522222	06/06/06
Footwear outsole	D522218	06/06/06
Footwear upper	D521716	05/30/06
Footwear upper	D521218	05/23/06
Footwear upper	D520223	05/09/06
Footwear outsole	D517786	03/28/06
Footwear upper	D515299	02/21/06
Footwear outsole	D514288	02/07/06
Footwear upper	D513448	01/10/06
Footwear upper	D510473	10/11/05
Footwear outsole	D509950	09/27/05
Footwear outsole	D509650	09/20/05
Shoe bottom	D508307	08/16/05
Footwear upper	D505250	05/24/05
Footwear outsole	D504756	05/10/05
Footwear upper	D499538	12/14/04
Footwear upper	D499242	12/07/04
Footwear outsole	D499239	12/07/04
Footwear outsole	D498902	11/30/04
Footwear upper	D498349	11/16/04
Footwear upper	D494752	08/24/04
Footwear outsole	D491717	06/22/04

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
Portion of a shoe upper	D501300	02/01/05
Portion of a shoe upper	D490228	05/25/04
Footwear outsole	D490222	05/25/04
Footwear upper	D489167	05/04/04
Footwear upper	D487626	03/23/04
Footwear upper	D486633	02/17/04
Footwear upper	D486632	02/17/04
Footwear upper	D486631	02/17/04
Footwear outsole	D485973	02/03/04
Portion of a shoe upper	D484676	01/06/04
Shoe upper	D484675	01/06/04
Shoe bottom	D483934	12/23/03
Footwear bottom	D483933	12/23/03
Shoe bottom	D483554	12/16/03
Shoe upper	D483176	12/09/03
Footwear upper	D482854	12/02/03
Portion of a shoe upper	D481529	11/04/03
Shoe bottom	D481201	10/28/03
Footwear upper	D480553	10/14/03
Footwear upper	D480552	10/14/03
Footwear outsole	D480202	10/07/03
Footwear bottom	D479643	09/16/03
Shoe upper	D479390	09/09/03
Footwear upper	D479039	09/02/03
Footwear bottom	D479035	09/02/03
Shoe bottom	D478717	08/26/03
Footwear outsole	D478412	08/19/03
Footwear bottom	D477905	08/05/03
Footwear outsole	D477707	07/29/03
Footwear upper	D477456	07/22/03
Footwear upper	D477455	07/22/03
Shoe upper	D476802	07/08/03
Footwear upper	D476145	06/24/03
Footwear upper	D476144	06/24/03
Portion of a shoe upper	D475847	06/17/03
Shoe bottom	D475514	06/10/03
Shoe upper	D475187	06/03/03
Shoe upper	D475186	06/03/03

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
Shoe upper	D475185	06/03/03
Portion of a shoe upper	D475885	05/27/03
Portion of a shoe upper	D474884	05/27/03
Shoe upper	D474334	05/13/03
Shoe upper	D474006	05/06/03
Shoe upper	D473702	04/29/03
Portion of a shoe upper	D473046	04/15/03
Shoe bottom	D472699	04/08/03
Shoe upper	D472039	03/25/03
Shoe bottom	D471348	03/11/03
Shoe bottom	D471000	03/04/03
Shoe bottom	D470999	03/04/03
Portion of a shoe upper	D470298	02/18/03
Portion of a shoe upper	D469247	01/28/03
Portion of a shoe upper	D468896	01/21/03
Portion of a shoe upper	D467713	12/31/02
Shoe bottom	D464477	10/22/02
Shoe bottom	D463901	10/08/02
Shoe upper	D461950	08/27/02
Portion of a shoe upper	D460253	07/16/02
Shoe upper	D456597	05/07/02
Shoe upper	D451266	12/04/01
Shoe bottom	D447852	09/18/01
Casual footwear	D432773	10/31/00
Casual footwear	D432772	10/31/00
Footwear outsole	D426946	06/27/00
Shoe upper	D457297	5/21/02
Footwear outsole	D493951	8/10/04