

Form PTO-1595 (Rev. 03/05)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET

PATENTS ONLY

8009-4

9

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)

Payless ShoeSource, Inc.

2. Name and address of receiving party(ies)

Name: Wells Fargo Retail Finance, LLC

Internal Address: \_\_\_\_\_ as agent

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Execution Date(s) August 17, 2007

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

Street Address: One Boston Place

City: Boston

State: MA

Country: USA Zip: 02108

Additional name(s) & address(es) attached?  Yes  No

4. Application or patent number(s):

A. Patent Application No.(s)

This document is being filed together with a new application.  
B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address 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 patents involved: 5

7. Total fee (37 CFR 1.21(h) & 3.41): \$ 200


- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

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

2/11/08  
Date

Total number of pages including cover sheet, attachments and documents.

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$200.00 232428 29284047

**Continuation Item** 1

Payless ShoeSource Worldwide, Inc. a Kansas Corporation

Saucony, Inc. a Massachusetts Corporation

SRL, Inc. a Delaware Corporation

The Keds Corporation a Massachusetts Corporation

Sperry Top – Sider, Inc. a Massachusetts Corporation

San Jose Acquisition Corp. a Massachusetts Corporation

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Continuation  
Item 4

*Patent Registrations*

**INCLUDE ONLY U.S. REGISTERED INTELLECTUAL PROPERTY**

A. REGISTERED PATENTS

-None

B. PATENT APPLICATIONS

Listed Assignee/Owner	Title	App. No.	App. Date	Status
1 Payless ShoeSource Worldwide, Inc.	Store Interior Design with Storefront	29/284,047	8/29/07	Filed
2 Payless ShoeSource Worldwide, Inc.	Store Interior Design with Storefront	29/284,048	8/29/07	Filed
3 Payless ShoeSource Worldwide, Inc.	Store Interior Design with Storefront	29/291,436	8/29/07	Filed
4 Payless ShoeSource Worldwide, Inc.	Clog	29/298,579	12/7/07	Filed
5 Collective Licensing International, LLC	Stenciled Footwear	PCT/US07/83289	11/1/07	Filed
Saucony, Inc.	Stabilizer & Cushing Support for Athletic Footwear (C2 Heel Construction)	N/A	12/5/07	Filed
The Keds Corporation	Shoes (Engineered Stretch)	N/A	10/29/07	Filed

C. PATENT LICENSES

-None

4

**PATENT SECURITY AGREEMENT**

**PATENT 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 Grantors 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 Patent 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 Patent 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 "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or continuations-in-part of the foregoing; and

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


***Section 3. Security Agreement***

The security interest granted pursuant to this Patent 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 Patent 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 Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


PAYLESS SHOESOURCE, INC., a Missouri corporation,  
*as Grantor*

By:   
Name: Michael J. Massey  
Title: Senior Vice President


PAYLESS SHOESOURCE WORLDWIDE, INC.,  
*as Grantor*

By:   
Name: Michael J. Massey  
Title: Senior Vice President

SAN JOSE ACQUISITION CORP.,  
*as Grantor*

By:   
Name: Harold J. Herman, II  
Title: Secretary

SAUCONY, INC.,  
*as Grantor*

By:   
Name: Michael J. Massey  
Title: Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SRL, INC.,  
as Grantor

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

THE KEDS CORPORATION,  
as Grantor

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

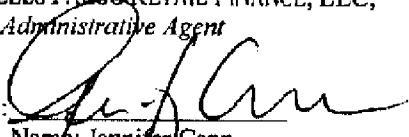
SPERRY TOP-SIDER, INC.,  
as Grantor

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

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

WELLS FARGO RETAIL FINANCE, LLC,  
*as Administrative Agent*

By:   
Name: Jennifer Cann  
Title: Senior Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]



**SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT**

*Patent Registrations*

**INCLUDE ONLY U.S. REGISTERED INTELLECTUAL PROPERTY**

A. REGISTERED PATENTS

-None

B. PATENT APPLICATIONS

Listed Assignee/Owner	Title	App. No.	App. Date	Status
Payless ShoeSource Worldwide, Inc.	Store Interior Design with Storefront	29/284,047	8/29/07	Filed
Payless ShoeSource Worldwide, Inc.	Store Interior Design with Storefront	29/284,048	8/29/07	Filed
Payless ShoeSource Worldwide, Inc.	Store Interior Design with Storefront	29/291,436	8/29/07	Filed
Payless ShoeSource Worldwide, Inc.	Clog	29/298,579	12/7/07	Filed
Collective Licensing International, LLC	Stenciled Footwear	PCT/US07/83289	11/1/07	Filed
Saucony, Inc.	Stabilizer & Cushing Support for Athletic Footwear (C2 Heel Construction)	N/A	12/5/07	Filed
The Keds Corporation	Shoes (Engineered Stretch)	N/A	10/29/07	Filed

C. PATENT LICENSES

-None