

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
ABG-SLG, LLC	06/28/2013
RECEIVING PARTY DATA	
Name:	KeyBank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D429063
CORRESPONDENCE DATA	
Fax Number:	8322393600
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	832-239-3828
Email:	aliou@JonesDay.com, pcyingier@jonesday.com
Correspondent Name:	H. Albert Liou
Address Line 1:	717 Texas Avenue, Suite 3300
Address Line 2:	JONES DAY
Address Line 4:	Houston, TEXAS 77002
ATTORNEY DOCKET NUMBER:	601755-185043-SLG/KEY PAT
NAME OF SUBMITTER:	H. Albert Liou
Signature:	/H. Albert Liou/
Date:	07/25/2013
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is entered into as of June 28, 2013 (this "Agreement"), between ABG-SLG, LLC, a Delaware limited liability company (together with its successors and assigns, the "Assignor"), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

The Assignor is a party to a Pledge and Security Agreement, dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt and complete payment and performance when due of all of the Secured Obligations, the Assignor hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

- (i) any letters patent of the United States to which the Assignor now or hereafter has title, as well as any application for letters patent in the United States now or hereafter owned by the Assignor (including, without limitation, those listed on Schedule A hereto);
- (ii) all reissues, divisionals, continuations, continuations-in-part, and extensions of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
and
- (iv) all Proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

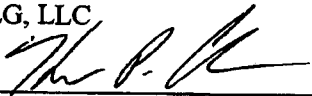
Section 4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ABG-SLG, LLC

By: 
Name: Kevin Clarke
Title: Secretary, CFO & COO of
ABG Intermediate Holdings 2
LLC, sole member of ABG-
SLG, LLC

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ABG-SLG, LLC

By: _____
Name: Kevin Clarke
Title: Secretary, CFO & COO of
ABG Intermediate Holdings 2
LLC, sole member of ABG-
SLG, LLC

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Ari Deutchman
Title: Vice President

Schedule A
to Patent Security Agreement

Title	Serial No.	Filing Date	Patent No.	Issue Date
INSOLE FOR FOOTWEAR	29/112,872	10/25/1999	D429,063	08/08/2000