



SCHEDULE A

Schedule A to a Trademark Assignment of Security dated January 6, 2005, by and between Lehigh Safety Shoe Co. LLC and GMAC Commercial Finance LLC, as Agent.

*LEHIGH SAFETY SHOE CO. LLC*  
FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Mark</u>	<u>Serial No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>
<b>FIT FOR SAFETY</b>	Ser. No. 75/823689 Reg. No. 2628723	Filed 10/15/99 Reg 10/1/02
<b>FIT FOR WORK</b>	Ser. No. 75/823688 Reg. No. 2565788	Filed 10/15/99 Reg 4/30/02
<b>INDUSTRY WORKS IN LEHIGH SAFETY SHOES</b>	Ser. No. 75/026492 Reg. No. 2011997	Filed 11/20/95 Reg 10/29/96
<b>L and Design</b>	Ser. No. 76/610147	Filed 9/1/04
<b>LEHIGH</b>	Ser. No. 73/153033 Reg. No. 1103936	Filed 12/22/77 Reg 10/10/78
<b>LEHIGH "FOOTSHIELDS" (stylized)</b>	Ser. No. 72/023484 Reg. No. 658172	Filed 1/30/57 Reg 2/4/58
<b>LOCKRIM</b>	Ser. No. 72/178690 Reg. No. 783691	Filed 10/10/63 Reg 1/19/65
<b>L.S.R. (stylized)</b>	Ser. No. 75/339713 Reg. No. 2201252	Filed 7/24/97 Reg 11/3/98
<b>MIRA-LUG</b>	Ser. No. 73/220929 Reg. No. 1159250	Filed 6/25/79 Reg 6/30/81
<b>NUGUARD75 (stylized)</b>	Ser. No. 73/741631 Reg. No. 1530662	Filed 7/22/88 Reg 3/21/89
<b>PROMISE PLUS</b>	Ser. No. 75/668090 Reg. No. 2395071	Filed 3/25/99 Reg 10/17/00
<b>SHIELD TOE</b>	Ser. No. 75/273195 Reg. No. 2153691	Filed 3/24/97 Reg 4/28/98

1187339 Lehigh TM Assignment

<u>Mark</u>	<u>Serial. No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>
<b>SLIP GRIPS</b>	Ser. No. 76/489562 Reg. No. 2891737	Filed 2/14/03 Reg 10/5/04
<b>SWAMPERS</b>	Ser. No. 76/063389 Reg. No. 2579908	Filed 6/1/00 Reg 6/11/02
<b>US 1 and Design</b>	Ser. No. 76/259815 Reg. No. 2565267	Filed 5/18/01 Reg 4/30/02

1187339 Lehigh TM Assignment

**TRADEMARK**  
**REEL: 003024 FRAME: 0804**

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, Lehigh Safety Shoe Co. LLC, a company formed under the laws of Delaware, located at 39 East Canal Street, Nelsonville, Ohio 45764 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC Commercial Finance LLC ("GMAC CF") and various other financial institutions (collectively, "Lenders") and GMAC CF as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Borrowers and the other credit parties named therein and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

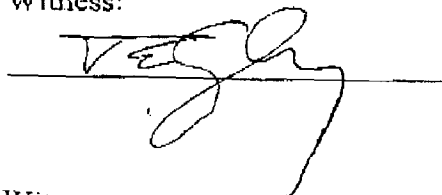
WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

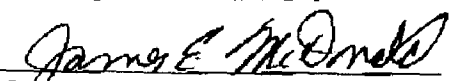
Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
January 12, 2005

Witness:




LEHIGH SAFETY SHOE CO. LLC

By:   
Name: James E. McDonald  
Its: Chief Financial Officer

Witness:



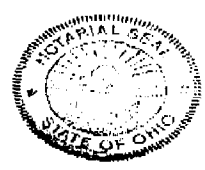
GMAC COMMERCIAL FINANCE LLC, as Agent

By:   
Name: William J. Fitz  
Its: Vice President

STATE OF OHIO )  
 )  
 ) : SS.:  
COUNTY OF Franklin )

On this 4<sup>th</sup> day of January, 2005, before me personally came James E. McDonald, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of Lehigh Safety Shoe Co. LLC, the company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of managers of said company.

[Signature]  
Notary Public



TIMOTHY E. GRADY, ATTORNEY AT LAW  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

STATE OF NEW YORK )  
 )  
 ) : SS.:  
COUNTY OF NEW YORK )

On this 6<sup>th</sup> day of January, 2005, before me personally came William J. Fitzgerald, to me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of GMAC Commercial Finance LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

[Signature]  
Notary Public

NERI M. CALDERON  
Notary Public, State of New York  
No. 01CA6118625  
Qualified in Kings County  
Commission Expires Nov. 15, 2008