

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shoes For Crews, LLC		07/02/2004	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	One Liberty Plaza, 165 Broadway
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	banking institution:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2646817	CREWGUARD
Registration Number:	2355155	SFC
Registration Number:	2439986	GOT SLIPS?
Registration Number:	2161505	MIGHTY MAT!
Registration Number:	1880673	SHOES FOR CREWS
Registration Number:	1834116	SHOES FOR CREWS

CORRESPONDENCE DATA

Fax Number: (212)702-3691
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212.705.7883
 Email: joanna.myssura@bingham.com
 Correspondent Name: Joanna Myssura
 Address Line 1: c/o Bingham McCutchen LLP

OP \$165.00 2646817

Address Line 2: 399 Park Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Joanna C. Myssura
Signature:	/s/ Joanna C. Myssura
Date:	08/15/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of July 2, 2004, and in entered into by **SHOES FOR CREWS, LLC**, a Florida limited liability company (the "Assignor"), in favor of **ROYAL BANK OF CANADA**, in its capacity as the Administrative Agent on behalf and for the benefit of the Secured Parties (in such capacity, the "Assignee"), as each term is defined in the Credit Agreement (as defined below).

WHEREAS, pursuant to that Credit Agreement, dated as of July 2, 2004 (as amended, supplemented, amended and restated, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among Mighty Mat, LLC ("Mighty Mat"), Shoes For Crews, LLC ("SFC"), and collectively with Mighty Mat, the "Borrowers"), SMS Holdings, LLC, a Florida limited liability company, the various financial institutions as are, or may from time to time become, parties thereto (collectively the "Lenders"), Royal Bank of Canada, as administrative agent (in such capacity, the "Administrative Agent"), The Bank of New York, as syndication agent for the Lenders, Antares Capital Corporation, as documentation agent for the Lenders, and RBC Capital Partners, as arranger, the Secured Parties have agreed to make certain extensions of credit to or for the Borrowers in the amounts and manner set forth in the Credit Agreement and the other Loan Documents (collectively, the "Credit").

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 2, 2004 (the "Security Agreement"), in favor of the Administrative Agent on behalf of and for the benefit of the Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the "Collateral," as defined in the Security Agreement.

WHEREAS, the Secured Parties are willing to make, extend and maintain the Credit to and for the benefit of the Borrowers, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Secured Parties, in and to, all of the Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the "Secured Obligations" (as such term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees, as follows:

1. Unless otherwise defined herein, the terms defined in the Credit Agreement are used herein as therein defined.
2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Administrative Agent and the Secured

Parties to enter into the Credit Agreement and the other Loan Documents and to make, extend and maintain the Credit to and for the benefit of the Borrowers upon the terms and subject to the conditions thereof, each Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of each Assignor's respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on Schedules A and B hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; provided, however, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.


The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and reassigned to the Assignor, and the Assignee will execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

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IN WITNESS WHEREOF, each of the parties has caused this Trademark Security Agreement to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:


SHOES FOR CREWS, LLC, a Florida limited liability company


By: _____
Name: **Matthew K. Smith**
Title: **President**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003141 FRAME: 0082

ASSIGNEE:

ROYAL BANK OF CANADA, as Administrative Agent

By: 
Name: Gail Watkin
Title: Manager, Agency

SCHEDULE A

U.S. TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE
2,646,817	CREWGUARD (Stylized)	11/5/02
2,355,155	SFC and Design	6/6/00
2,439,986	GOT SLIPS?	4/3/01
2,161,505	MIGHTY MAT!	6/2/98
1,880,673	SHOES FOR CREWS	2/28/95
1,834,116	SHOES FOR CREWS	5/3/94

SCHEDULE B

PENDING U. S. TRADEMARKS

None.