

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
Bank of America, N.A., as Agent		09/21/2006	National Banking Association:

RECEIVING PARTY DATA	
Name:	Hudson Straits CLO 2004, Ltd.
Street Address:	280 Park Ave., 11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Exempt Cayman Islands Corporation:
Name:	Foxe Basin CLO 2003 Ltd.
Street Address:	280 Park Ave., 11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Exempt Cayman Islands Corporation:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	0843731	DURAFLEX
Registration Number:	2030521	WIDE TRAK

CORRESPONDENCE DATA	
Fax Number:	(312)577-4688
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-577-8416
Email:	carole.dobbins@kattenlaw.com
Correspondent Name:	Carole Dobbins c/o Katten Muchin
Address Line 1:	525 W. Monroe St.

CH \$65.00 0843731

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 332972-00001

NAME OF SUBMITTER: Carole Dobbins

Signature: /Carole Dobbins/

Date: 09/22/2006

Total Attachments: 9

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AMENDMENT AND ASSIGNMENT OF GRANT OF TRADEMARK SECURITY
INTEREST

This Amendment and Assignment of Grant of Trademark Security Interest dated as of September 21, 2006 (this "**Amendment and Assignment**"), is made by and among BANK OF AMERICA, N.A., a national banking association ("**BOA**"), in its capacity as Agent under the Loan Agreement (as defined below), HUDSON STRAITS CLO 2004, LTD, an exempt Cayman Islands corporation and FOXE BASIN CLO 2003 LTD, an exempt Cayman Islands corporation, (collectively, the "**Term Lenders**"), and FALCON SHOE MFG. CO. ("**Company**").

RECITALS

WHEREAS, Company, Iron Age Corporation, a Delaware corporation, ("**Iron Age**") the lenders party thereto and BOA entered into that certain Loan and Security Agreement dated as of September 20, 2004 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Loan and Security Agreement**");

WHEREAS, Company, the lenders party thereto and BOA entered into that certain Trademark and License Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Trademark Agreement**") dated as of September 20, 2004 and recorded on May 18, 2006 with the United States Patent and Trademark Office at Reel 3311 and Frame 0739;

WHEREAS, pursuant to the Loan and Security Agreement and the Trademark Agreement, the Company granted to BOA, as agent on behalf of the lenders party thereto, a continuing security interest in, among other things, all of Company's right, title and interest in and to the trademarks referred to in Exhibit A hereto;

WHEREAS, pursuant to that certain Assignment Agreement of even date herewith by and between BOA, the Company and the Term Lenders (the "**Assignment Agreement**"), BOA has delegated its rights, remedies, duties and obligations under the Loan and Security Agreement, the Trademark Agreement and all other financing and collateral documents executed in connection therewith (the "**Loan Documents**") to the Term Lenders;

WHEREAS, BOA has resigned as Agent under the Loan and Security Agreement and the Term Lenders and Iron Age have agreed to amend and restate the Loan and Security Agreement in its entirety, without constituting a novation thereof or of the obligations arising thereunder, pursuant to that certain Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Amended and Restated Loan Agreement**") by and among Iron Age and the Term Lenders;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Company, BOA and the Successor Lenders hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Loan and Security Agreement.

2. Amendment of Trademark Agreement. The Trademark Agreement shall be amended such that the Successor Lenders shall replace BOA as "Secured Party" thereunder and all references to "Secured Party" thereunder shall hereinafter refer to Hudson Straits CLO 2004, Ltd. and Foxe Basin CLO 2003 Ltd.

3. Assignment. In connection with the assignment from BOA to the Successor Lenders under the Assignment Agreement, BOA does hereby assign and transfer all of its rights, remedies, duties and obligations as Secured Party under the Trademark Agreement to the Successor Lenders (without representation, warranty or recourse of any kind), and the Successor Lenders hereby accept all of BOA's assignment and transfer of its rights, remedies, duties and obligations as Secured Party under the Trademark Agreement. The execution and delivery of this Amendment and Assignment shall not in any way affect or modify the liability of Company under the Loan and Security Agreement or the Trademark Agreement, it being understood and agreed that notwithstanding this Amendment and Assignment, all of the obligations of Company under the Loan Documents shall be and remain enforceable by the Successor Lenders under the Trademark Agreement, or by its successors and assigns against Company.

4. Severability. Whenever possible, each provision of this Amendment and Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Amendment and Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment and Assignment. In addition, in the event any provision of or obligation under this Amendment and Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

5. Section Titles. Section and Subsection titles in this Amendment and Assignment are included for convenience of reference only, do not constitute a part of this Amendment and Assignment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Amendment and Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


7. Governing Law. This Assignment and Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

8. Counterparts. This Amendment and Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment and Assignment.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

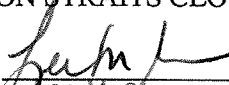
BANK OF AMERICA, N.A.

By: 
Name: Brian Wright
Title: SVP

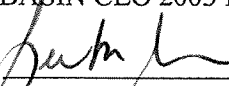
Trademark Assignment- Falcon Shoc

TRADEMARK
REEL: 003395 FRAME: 0038

HUDSON STRAITS CLO 2004, LTD.

By: 
Name: Lee M. Shaiman
Title: Authorized Signatory

FOXEBASIN CLO 2003 LTD.

By: 
Name: Lee M. Shaiman
Title: Authorized Signatory

FALCON SHOE MFG. CO.

By: _____
Name: Andy Lantz
Title: VP

EXHIBIT A

Attached.

Falcon Shoe Manufacturing Company

<i>Trademark</i>	<i>Country</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Status</i>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
DURAFLEX	US	843,731	02/06/1968	72/256,728	10/19/1966	Registered
WIDETRAK	US	2,030,521	01/14/1997	74/480,274	01/14/1994	Registered

LICENSES

1. Falcon Trademark License Agreement, dated as of July 25, 1994, by and between Falcon Shoe Mfg. Co. and W.L. Gore & Associates, Inc.
2. Agency and License Agreement, dated as of November 15, 2002, by and among Falcon Shoe Mfg. Co., Daniel Forster and BD Footware Associates, LLC