

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
Genesco Brands, Inc.		12/01/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	40 Broad Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3099876	JOURNEYS	
Serial Number:	78652161	SHI BY JOURNEYS	
Serial Number:	78670715	SWEET 554	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	1585 Broadway		
Address Line 2:	Proskauer Rose LLP		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	14966-011 GENESCO BRANDS		
NAME OF SUBMITTER:	Jenifer deWolf Paine		

CH 3099876 \$90.00

Signature:	/Jenifer deWolf Paine/
Date:	12/04/2006
Total Attachments: 9 source=Genesco Brands and BoA#page1.tif source=Genesco Brands and BoA#page2.tif source=Genesco Brands and BoA#page3.tif source=Genesco Brands and BoA#page4.tif source=Genesco Brands and BoA#page5.tif source=Genesco Brands and BoA#page6.tif source=Genesco Brands and BoA#page7.tif source=Genesco Brands and BoA#page8.tif source=Genesco Brands and BoA#page9.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated December 1, 2006, by GENESCO BRANDS, INC., a Delaware corporation (the "Debtor"), in favor of BANK OF AMERICA, N.A., as collateral agent (the "Collateral Agent"), for the benefit of the Secured Parties, pursuant to the agreement titled Amended and Restated Security Agreement and dated as of the date hereof (the "Security Agreement").

WITNESSETH:

WHEREAS, prior to the date of this Trademark Security Agreement, the Lead Borrower, on the one hand, and Bank of America, N.A., as Administrative Agent thereunder, and the Lenders on the other hand, previously entered into the Existing Credit Agreement pursuant to which the Lenders provided the Lead Borrower with certain financial accommodations to which the Lead Borrower and the Other Borrowers (other than Flagg Bros. of Puerto Rico, Inc.) were jointly and severally liable to the Administrative Agent and the Lenders for the Existing Obligations pursuant to the terms of the Existing Credit Agreement and the other Existing Financing Agreements;

WHEREAS, prior to the date of this Trademark Security Agreement, in connection with the Existing Financing Agreements, the Debtor and Bank of America, N.A. as Administrative Agent thereunder were parties to the Existing Security and Pledge Agreement;

WHEREAS, by this Trademark Security Agreement, Debtor desires to acknowledge and reaffirm the Existing Liens and acknowledge that the Existing Liens are continuing valid and enforceable first priority perfected Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, under the Existing Security and Pledge Agreement (as modified and restated thereby), in order to secure the Obligations; and

WHEREAS, the Debtor is party to the Security Agreement in favor of the Collateral Agent pursuant to which the Debtor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Debtor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Debtor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following collateral of the Debtor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Debtor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and the Debtor hereby

acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Obligations (excluding Obligations in respect of Hedging Agreements but including contingent or indemnity obligations that the Administrative Agent reasonably believes are likely to arise or be asserted, as provided in Section 9.16(b) of the Credit Agreement), upon the reasonable request of the Debtor, the Collateral Agent shall execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

SECTION 6. Reaffirmation. Effective as of the date hereof, Debtor hereby acknowledges and reaffirms the Existing Liens and acknowledges that the Existing Liens are continuing valid and enforceable first priority perfected Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, under the Existing Security and Pledge Agreement, as modified and restated thereby, in order to secure the Obligations. Debtor hereby confirms and agrees that such Liens are hereby ratified and confirmed in all respects in favor of the Collateral Agent, for the benefit of the Secured Parties, which shall remain in full force and effect, except as amended, restated, replaced and superseded hereby or by instruments executed in connection herewith. This Trademark Security Agreement does not discharge or release the Liens or first priority therefor, which shall continue, as modified and restated by the Security Agreement and other Loan Documents, without interruption and in full force and effect. Debtor hereby confirms and agrees that the Existing Security and Pledge Agreement and each other Existing Financing Agreement (excluding any deed of trust, mortgage or similar instrument encumbering Real Estate) to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, in each case as amended, restated, replaced and superseded hereby or by instruments executed in connection herewith, except that on and after the Closing Date all references in any such Existing Financing Agreement to "the Security Agreement", "thereto", "thereof" "thereunder" or words of like import referring to the Existing Security and Pledge Agreement shall mean the Existing Security and Pledge Agreement as amended, restated, replaced and superseded by the Security Agreement and the Pledge Agreements.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GENESCO BRANDS, INC.

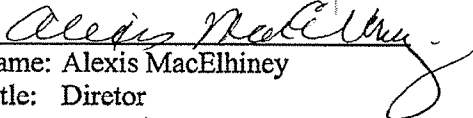
By 

Name: Roger G. Sisson

Title: Vice President

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Alexis MacElhiney
Title: Director

[TRADEMARK SECURITY AGREEMENT – GENESCO BRANDS, INC.]

TRADEMARK
REEL: 003437 FRAME: 0727

GENESCO BRANDS, INC.

**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

Trademarks (United States)

MARK	APP. NO.	APP. DATE	REG. NO.
A HERITAGE OF EXCELLENCE SINCE 1850	73759660	Oct 24, 1988	1590983
ARISTOCRAFT	73641952	Jan 29, 1987	1533199*
BOXER TOP	090052	Feb 1, 1960	0707232
CROWN AND LIONS DESIGN	76425496	Jun 25, 2002	2721054
CROWN ARISTOCRAFT	73641954	Jan 29, 1987	1490241
CUSHINS	198088	Dec 26, 1978	1172358
DFC	72202787	Sept 28, 1964	803056
DOMANI	74333020	Nov 20, 1992	1843711
E-COLLECTION	75917327	Feb 14, 2000	2501541
EDGEWOOD OJK (and design)	71219551	Aug 29, 1925	213425
FANTASY	280700	Sep 19, 1967	0862768
FIC FIRST IN COMFORT (and design)	75046647	Jan 22, 1996	2015884
FIRST IN COMFORT	75046638	Jan 22, 1996	2013975
FLAGG BROS (and design)	71386366	Dec 5, 1936	345904
FOOT PRINT (DESIGN)	76227560	Mar 20, 2001	2856282
FRANK BROS. (stylized)	71035340	Jun 13, 1908	0071578
GENERAL SHOE WAREHOUSE	75105537	May 17, 1996	2092250
GREENSKEEPER	284366	Nov 8, 1967	0864920
GRIFFON BRAND (and design)	71028560	Jul 2, 1907	0066155
HAND DESIGN	76238378	Apr 10, 2001	Pending
HAND PRINT DESIGN	75009503	Oct 24, 1995	2054259
HERITAGE	75034067	Dec 18, 1995	2073349
J&M	74117448	Nov 21, 1990	1721290
J&M (and oval design)	73434919	Jul 18, 1983	1294579
J&M (and oval design)	74117374	Nov 21, 1990	1734916
J&M (stylized)	71111387	Jun 5, 1918	124004
J. MURPHY	74315824	Sep 18, 1992	1770171
JARMAN	74585382	Oct 13, 1994	1945341
JARMAN (stylized)	71407979	Jun 28, 1938	0362610
JKIDZ	76227309	Mar 20, 2001	2823737
JOHNSTON & MURPHY	429596	Jun 10, 1983	1291249
JOHNSTON & MURPHY	74117441	Nov 21, 1990	1734265
JOHNSTON & MURPHY EAGLE ATHLETICS	73689543	Oct 13, 1987	1506018
JOHNSTON & MURPHY J&M (stylized)	71651405	Aug 5, 1953	0604265
JOHNSTON & MURPHY SIGNATURE	73689542	Oct 13, 1987	1490309
JOHNSTON & MURPHY WEATHER GUARD	73450655	Oct 31, 1983	1304509
JOURNEYS	645141	Feb 17, 1987	1458854
JOURNEYS	73666452	Jun 15, 1987	1475093
JOURNEYS (and design)	76644691	Aug 11, 2005	3099876
JOURNEYS AN ATTITUDE YOU CAN WEAR	73776413	Jan 23, 1989	1558147
JOURNEYS KIDZ	76176773	Dec 6, 2000	2952068
JOURNEYS KIDZ (and design)	76176492	Dec 6, 2000	2957414
JOURNEYS ZAP CARD	76270806	Jun 13, 2001	2620681
JOURNEYS ZAPCARD (and design)	76017122	Apr 4, 2000	2501052
LANCELOT (stylized)	72312892	Nov 22, 1968	0879155
LEVELER	72253654	Sep 1, 1966	0844621
LIGHTSTEP (stylized)	71257734	Nov 18, 1927	240239

MARK	APP. NO.	APP. DATE	REG. NO.
MIDTOWN BEACH COMPANY	73458980	Dec 29, 1983	1310170
MUGWUMPS	73051355	May 5, 1975	1053964
OPTI-FLEX	76460085	Oct 15, 2002	2761449
OPTIMA	689538	Oct 13, 1987	1493242
QUOTES	73564412	Oct 21, 1985	1395863
RIVIERA	72318706	Feb 10, 1969	0876608
SHI BY JOURNEYS	78652161	Jun 16, 2005	Published
SKI-MOC	73652266	Mar 30, 1987	1494319
SWEET 554	78670715	Jul 14, 2005	Pending
TRAMPOLINE	74021689	Jan 23, 1990	1674307
TRAMPOLINE CUSHION SYSTEM	74106212	Oct 15, 1990	1723900
UNDERGROUND STATION	75350263	Sep 2, 1997	2305150
UNDERGROUND STATION	75436668	Feb 19, 1998	2309825

*Assigned from CUC International, Inc. subject to security interest of General Electric Capital Corporation.

Trademarks (States)

MARK	STATE	APP. DATE	REG. NO.
J&M	US-Tennessee	---	---
JOURNEYS	US-Texas	---	48537
JOURNEYS	US-Illinois	Dec. 16, 1987	061516
JOURNEYS	US-North Carolina	Dec. 21, 1987	7340

Trademarks (Foreign)

MARK	COUNTRY	APP. NO.	APP. DATE	REG. NO.
JARMAN	Argentina		Nov 28, 1968	1306927
JOHNSTON & MURPHY	Argentina	2120235	Dec 11, 1997	1747392
JOURNEYS	Argentina	2208876	Mar 18, 1999	1793033
JOHNSTON & MURPHY (with J&M stylized)	Australia	463510	Apr 15, 1987	B463510
JARMAN	Austria	AM428187	Nov 10, 1987	119708
J&M	Benelux Trademark/Design Office (BBM/BBDM)	731956	Jul 20, 1989	469763
JARMAN	Benelux Trademark/Design Office (BBM/BBDM)	589662	Dec 31, 1971	108200
JOHNSTON & MURPHY	Benelux Trademark/Design Office (BBM/BBDM)	731955	Jul 20, 1989	464453
JARMAN	Bolivia	6407	Jul 10, 1996	88055C
J&M (and oval design)	Brazil	817083090	Feb 2, 1993	817083090
JARMAN	Brazil	031943	Dec 25, 1978	006828124
AFTER HOURS	Canada	356846	Sep 8, 1972	193356
CUSHINS	Canada	481630	Feb 1, 1982	290962
J. MURPHY	Canada	721096	Jan 21, 1993	455680
JARMAN	Canada	174881	Jan 14, 1939	12008
JARMAN CARDIGANS	Canada	440287	May 30, 1979	254072
JARMAN HANDCRAFT (stylized)	Canada	454166	May 22, 1980	254394
JARMAN LEISUALS	Canada	254630	Jan 2, 1960	126266
JOHNSTON & MURPHY (with J&M stylized)	Canada	348334	Dec 1, 1971	196446

MARK	COUNTRY	APP. NO.	APP. DATE	REG. NO.
JOURNEYS	Canada	852619	Aug 11, 1997	560703
JOHNSTON & MURPHY	Chile	127651	Mar 2, 1979	541387
JOHNSTON & MURPHY	Chile	127652	Mar 2, 1979	542620
J. MURPHY	China	93007759	Feb 10, 1993	687926
JOHNSTON & MURPHY	China	93121758	Dec 14, 1993	765211
JOURNEYS	Costa Rica		Jun 24, 1998	112290
JOURNEYS	Costa Rica		Jun 24, 1998	112291
AFTER HOURS	Denmark	8911987	Feb 12, 1987	VR4068198 8
J&M (and oval design)	Denmark	8901987	Feb 12, 1987	VR4067198 8
JOHNSTON & MURPHY	Denmark	9641987	Feb 16, 1987	79631989
JARMAN	Dominican Republic			109217
JARMAN	Ecuador	69575	Jun 25, 1996	512297
JOURNEYS	El Salvador	383598	Jul 3, 1998	215BOOK1 04
JOURNEYS	El Salvador	383698	Jul 3, 1998	150Book11 1
J&M	European Community (OHIM)	2244721	Jun 6, 2001	2244721
JARMAN	European Community (OHIM)	520163	Apr 17, 1997	520163
JOHNSTON & MURPHY	European Community (OHIM)	000059568	Apr 1, 1996	000059568
J&M (and oval design)	Finland	57987	Feb 13, 1987	106658
JOHNSTON & MURPHY	Finland	57787	Feb 13, 1987	107311
JARMAN	France	880749	Oct 7, 1987	1429738
JOHNSTON & MURPHY (with J&M stylized)	France	586604	Jan 30, 1981	1639668
J. MURPHY	Germany	G4214225W	Dec 23, 1992	2052963
JOHNSTON & MURPHY	Germany	G2867425W	Apr 6, 1981	1029592
JOURNEYS	Honduras	947298	Aug 4, 1998	74411
JOURNEYS	Honduras	947198	Aug 4, 1998	5763
AFTER HOURS	Hong Kong	71587	Feb 14, 1987	151688
JOHNSTON & MURPHY	Hong Kong	171598	Feb 13, 1998	B00049199 9
JOHNSTON & MURPHY	Hong Kong	210798	Feb 21, 1998	011072000
AFTER HOURS	Italy	34024C87	Apr 23, 1987	505878
J&M (and oval design)	Italy	34025C87	Apr 23, 1987	505879
JARMAN	Italy	36123C87	Oct 22, 1987	784516
JOHNSTON & MURPHY (with J&M stylized)	Italy	33617C83	Apr 15, 1983	455006
AFTER HOURS (with katakana)	Japan	5815735	Feb 25, 1983	1782610
ARISTOCRAFT	Japan	192563	Aug 11, 1989	2388155
ARISTOCRAFT	Japan	59101250	Sep 20, 1984	2111390
ARISTOCRAFT (and design)	Japan	50105408	Oct 2, 1984	2111391
ARISTOCRAFT (with katakana)	Japan	5542587	May 26, 1980	1674435
ARISTOCRAT	Japan			1886330
ARISTOCRAT	Japan			1901225
J&M	Japan	167674	Jun 14, 1989	2390190
J&M	Japan	324502	Mar 11, 1991	2652263
J&M	Japan			1678052
J&M	Japan	167672	Jun 14, 1989	2383824
J&M (script)	Japan			1593209

MARK	COUNTRY	APP. NO.	APP. DATE	REG. NO.
J&M (stylized)	Japan			1564140
J. MURPHY	Japan	527264	Mar 18, 1993	3197643
JARMAN (stylized)	Japan	2917239	Jul 13, 1954	473861
JARMAN REGENCY COLLECTION	Japan			2153464
JOHNSTON & MURPHY	Japan	5697829	Nov 25, 1981	2183258
JOHNSTON & MURPHY	Japan			1847016
JOHNSTON & MURPHY	Japan	211547	Feb 5, 1990	2452894
JOHNSTON & MURPHY	Japan			1872327
JOHNSTON & MURPHY	Japan	1067670	Jun 14, 1989	2336843
JOHNSTON & MURPHY	Japan	167671	Jun 14, 1989	2390189
JOHNSTON & MURPHY (lion and shield design)	Japan	192562	Aug 11, 1989	2452865
JOHNSTON & MURPHY (with J&M stylized)	Japan			1593210
JOHNSTON & MURPHY (with J&M stylized)	Japan			740214
JOHNSTONMURPHY (with katakana)	Japan			1074545
SKI MOC (with katakana)	Japan			2249428
JARMAN (stylized)	Malaysia		Mar 3, 1983	M98916
JARMAN (stylized)	Malaysia (Sarawak)		Feb 23, 1983	SAR26635
J&M (and oval design)	Mexico	185761	Dec 13, 1993	501359
JOHNSTON & MURPHY	Mexico	169071	May 28, 1993	555983
JARMAN (stylized)	Netherlands Antilles		Aug 12, 1939	4689
AFTER HOURS	New Zealand	170354	Feb 13, 1987	170354
JOHNSTON & MURPHY (with J&M stylized)	New Zealand	170554	Feb 20, 1987	B170554
JOURNEYS	Nicaragua	9802376	Jun 26, 1998	40074CC
JOURNEYS	Nicaragua	9802375	Jun 26, 1998	40033CC
AFTER HOURS	Norway	870673	Feb 18, 1987	133305
J&M (and oval design)	Norway	870675	Feb 18, 1987	134404
JARMAN (stylized)	Norway			75316
JOHNSTON & MURPHY (with J&M stylized)	Norway	870674	Feb 18, 1987	136391
JARMAN (stylized)	Panama		Sep 10, 1940	3383
JOHNSTON & MURPHY (with J&M stylized)	Panama			12619
JOURNEYS	Panama	95902	Sep 3, 1998	95902
JOURNEYS	Panama	95901	Sep 3, 1998	95901
JARMAN	Paraguay	21297	Aug 23, 2000	242425
JARMAN	Paraguay	96010968	May 30, 1996	259485
JOHNSTON & MURPHY	Peru	53110	Dec 2, 1997	43859
JOHNSTON & MURPHY	Philippines	79694PN	Feb 21, 1992	59334
J&M	Puerto Rico	29240	Aug 23, 1989	29240
JARMAN (stylized)	Puerto Rico		Oct 10, 1939	4583
AFTER HOURS	Republic of Korea	8623663	Dec 17, 1986	153953
JOHNSTON & MURPHY (with J&M stylized)	Republic of Korea	8722095	Nov 23, 1987	162748
J&M (and oval design)	Saudi Arabia	9591	Aug 7, 1989	20854
JOHNSTON & MURPHY (with J&M stylized)	Saudi Arabia	9590	Aug 7, 1989	20853
AFTER HOURS	Singapore	T8700689	Feb 17, 1987	T8700689B
JOHNSTON & MURPHY (with J&M stylized)	Singapore	157687	Apr 6, 1987	T8701576Z
JOURNEYS	Singapore	1358697	Nov 4, 1997	1358697
JAH-MAN	South Africa	28352	Feb 4, 1952	28352
JARMAN	South Africa	644175	Oct 26, 1964	B644175

MARK	COUNTRY	APP. NO.	APP. DATE	REG. NO.
JOHNSTON & MURPHY (with J&M stylized)	South Africa		Sep 1, 1970	B703870
JOHNSTON & MURPHY (with J&M stylized)	South Africa		Sep 1, 1970	B703870
JOHNSTON & MURPHY (with J&M stylized)	South Africa		Sep 1, 1970	B703870
JOHNSTON & MURPHY (with J&M stylized)	South Africa	703870	Sep 1, 1970	B703870
TRAMPOLINE	South Africa	919753	Nov 18, 1991	919753
J&M (and oval design)	Sweden	871085	Feb 13, 1987	214547
J. MURPHY	Sweden	9302223	Mar 11, 1993	262703
JOHNSTON & MURPHY (with J&M stylized)	Sweden	871245	Feb 19, 1987	210422
J&M (and oval design)	Taiwan, R.O.C.	(76)08339	Feb 23, 1987	379658
J. MURPHY	Taiwan, R.O.C.	81064040	Dec 29, 1992	602954
JARMAN	Taiwan, R.O.C.			100680
JOHNSTON & MURPHY	Taiwan, R.O.C.	(76)08335	Feb 23, 1987	379657
JOHNSTON & MURPHY	Taiwan, R.O.C.	(76)08334	Feb 23, 1987	384362
JOHNSTON & MURPHY	Thailand	191069	Jun 28, 1989	135290
JOHNSTON & MURPHY (with J&M stylized)	United Kingdom	1306648	Apr 8, 1987	1306648
JARMAN (stylized)	Uruguay			302352
JOHNSTON & MURPHY	Venezuela			36045
JOHNSTON & MURPHY	Venezuela	539500	Mar 31, 2000	
STONE & CO.	Venezuela	1879199	Oct 28, 1999	
STONE & CO.	Venezuela	2141199	Dec 10, 1999	