

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|---|-------------------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | After-Acquired Intellectual Property Security Agreement (First Supplemental Filing) | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GoldToeMoretz, LLC | | 11/23/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Collateral Agent | | |
| Street Address: | 1111 FANNIN STREET, 10TH FLOOR | | |
| City: | HOUSTON | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77002 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3725892 | APF | |
| Registration Number: | 3813984 | POWER SOX A GOLD TOE BRAND X | |
| Registration Number: | 3741524 | GOLDTOE MORETZ | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (714)755-8290 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 714-540-1235 | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 650 Town Center Drive, Suite 2000 | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |
| NAME OF SUBMITTER: | Anna T Kwan | | |
| Signature: | /Anna T Kwan/ | | |

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TRADEMARK
REEL: 004421 FRAME: 0576

Date:

11/24/2010

Total Attachments: 6

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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of November 23, 2010 (as amended, supplemented or otherwise modified from time to time, this “First Supplemental Intellectual Property Security Agreement”), is made by each of the grantor signatories hereto (collectively, the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent and Collateral Agent (in such capacity and, together with its successors and assigns from time to time, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, GOLD TOE MORETZ HOLDINGS CORP. (the surviving entity following the merger of GTM Holdings, Inc. (formerly known as Gold Toe Investment Corp.) into Gold Toe Corp.), a Delaware corporation (the “Borrower”), has entered into that certain First Lien Credit Agreement, dated as of October 30, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and agents from time to time party thereto. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, the Grantors have previously granted a security interest in certain intellectual property as defined and described therein to Bear Stearns Corporate Lending Inc. (the “Previous Collateral Agent”) pursuant to that certain First Lien Intellectual Property Security Agreement, dated as of October 30, 2006, in favor of the Previous Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, pursuant to an Assignment and Assumption of First Lien Security Agreement dated as of September 11, 2009 and recorded September 15, 2009 the Previous Collateral Agent has assigned its interest in the IP Security Agreement and the intellectual property described therein to the Collateral Agent.

WHEREAS, the Grantors have acquired additional intellectual property and the Grantors have pledged such Intellectual Property under the IP Security Agreement to the Collateral Agent for the ratable benefit of the Secured Parties, and do herein confirm such pledge and have agreed as a condition thereof to execute this First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered the IP Security Agreement.

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including each Guaranty, each Grantor hereby assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (a) all Copyrights (as defined in the IP Security Agreement);
- (b) all Patents (as defined in the IP Security Agreement) including, without limitation, those items listed on Schedule 1 hereto;
- (c) all Trademarks (as defined in the IP Security Agreement) including, without limitation, those items listed on Schedule 2 hereto;
- (d) any Patent License, Trademark License, Copyright License (each as defined in the IP Security Agreement) or other license or sublicense agreement to which any Grantor is a party;
- (e) all other Intellectual Property; and
- (f) all Proceeds (as defined in the IP Security Agreement) and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that with respect to any Trademarks, applications in the United States Patent and Trademark Office to register Trademarks or service marks on the basis of any Grantor's "intent to use" such Trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this First Supplemental Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This First Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy or electronic mail), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

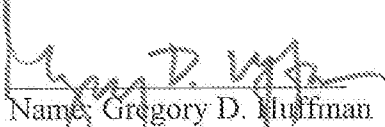
SECTION 4. Governing Law. This First Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This First Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the IP Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the IP Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this First Supplemental Intellectual Property Security Agreement are in conflict with the IP Security Agreement or the Credit Agreement, the provisions of the IP Security Agreement or the Credit Agreement shall govern.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this After-Acquired Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

GAKM RESOURCES LLC, as Grantor

By: 
Name: Gregory D. Hoffman
Title: Vice President/General Counsel

GOLDTOEMORETZ, LLC, as Grantor

By: 
Name: Gregory D. Hoffman
Title: Vice President/General Counsel

Schedule 1

PATENTS

| <u>Grantor</u> | <u>Patents</u> | <u>Filing Date</u> | <u>Status</u> | <u>Registration No.</u> |
|--------------------|------------------------------|--------------------|---------------|-------------------------|
| GoldToeMoretz, LLC | Assembly of Stock Components | 11/18/2006 | Registered | D601,336 |
| GoldToeMoretz, LLC | Assembly of Sock Components | 09/14/2009 | Registered | D614,393 |

Schedule 2

TRADEMARKS

| <u>Grantor</u> | <u>Trademarks</u> | <u>Filing Date</u> | <u>Status</u> | <u>Registration No.</u> |
|--------------------|--|--------------------|---------------|-------------------------|
| GoldToeMoretz, LLC | APF | 02/27/2008 | Registered | 3725892 |
| GAKM Resources LLC | CANOFIL | 10/23/2006 | Registered | 3353038 |
| GoldToeMoretz, LLC | POWERSOX A GOLD TOE BRAND (wings & design) | 11/16/2009 | Registered | 3813984 |
| GoldToeMoretz, LLC | GOLDTOEMORETZ & design | 10/23/2007 | Registered | 3741524 |
| GAKM Resources LLC | AUROGANICS (Stylized) | 04/05/2007 | Registered | 3775103 |
| GAKM Resources LLC | ECO-FX | 11/25/2008 | Registered | 3811663 |