


Additional Conveying Parties:

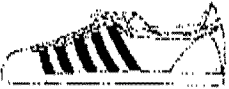

K-Swiss Sales Corp.
K-Swiss Direct Inc.
K-Swiss Pacific Inc.
Royal Elastics Inc.
Royal Elastics, LLC
K-Swiss NS Inc.
31248 Oak Crest Drive
Westlake Village, California 91361


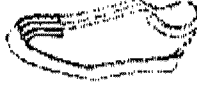


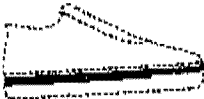



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT




Trademark Registrations/Applications

K•SWISS INC. U.S. MARKS

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AARAU	USA	74/080,124	7/20/90	1,709,378	8/18/92
AÖSTA	USA	73/708,515	2/1/88	1,529,791	3/14/89
ARIAKE	USA	77/223,753	7/6/07	3,442,051	6/3/08
AROSA	USA	74/124,330	12/17/90	1,668,586	12/17/91
ASCENDOR	USA	75/857,499	11/24/99	2,580,703	6/18/02
CRIB CLASSIC	USA	74/225,213	11/25/91	1,778,406	6/22/93
DAVOS	USA	74/422,601	8/6/93	1,959,184	2/27/96
DEFIER	USA	75/857,497	11/24/99	2,385,784	9/12/00
GLACIATOR	USA	85/538,717	2/9/12	Pending	Pending
K SWISS	USA	72/397,085	7/12/71	0,960,472	6/5/73
K-SWISS	USA	72/397,084	7/12/71	0,961,542	6/19/73
K-SWISS	USA	73/397,232	9/30/82	1,275,280	4/24/82
K•SWISS	USA	73/669,167	6/29/87	1,477,834	2/23/88
K-SWISS	USA	73/669,172	6/29/87	1,476,939	2/19/88
K-SWISS	USA	73-669,108	6/29/87	1,476,938	2/16/88
K•SWISS	USA	74/605,382	12/2/94	1,986,645	7/16/96
K-SWISS	USA	74/610,387	12/6/94	1,986,662	7/16/96
 K-SWISS	USA	76/091,298	7/8/00	0,947,128	5/21/02






<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
K-SWISS	USA	78/731,807	10/12/05	3,224,294	4/3/07
K SWISS 7.0 SYSTEM	USA	75/684,457	4/16/99	2,456,082	5/29/01
KAYSWISS	USA	74/664,055	4/21/95	2,269,296	8/10/99
KID SWISS	USA	76/243,583	4/18/01	2,644,219	10/29/02
LAND CRUISER	USA	74/292,950	7/10/92	1,953,510	1/30/96
LUZERN	USA	74/123,940	12/17/90	1,668,585	12/17/91
Si-18	USA	85/538,695	2/9/12	Pending	Pending
SHOCK SPRING	USA	75/109,131	5/24/96	2,179,068	8/4/98
STRIPE SHIFTER	USA	78/591,847	3/21/05	3,363,212	1/1/08
SUPERFOAM	USA	77/344,040	12/4/07	3,670,146	8/18/09
TONGUE TWISTER	USA	76/391,111	4/3/02	2,754,232	8/19/03
TUBES	USA	73/460,938	1/16/84	1,340,894	6/11/85
TUBES	USA	77/438,388	4/2/08	4,060,305	11/22/11
TUBES	USA	85/117,779	8/27/10	Pending	Pending
ULTRA NATURAL	USA	77/209,953	6/19/07	3,442,018	6/3/08
WEARING IS BELIEVING	USA	73/706,254	1/19/88	1,502,329	8/30/88
ZURICH	USA	74/323,094	10/19/92	1,853,153	9/6/94
	USA	73/007,224	11/23/73	1,029,423	1/6/76
	USA	74/227,492	12/5/91	1,824,460	3/1/94


<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
	USA	74/244,067	2/7/92	1,817,977	1/25/94
	USA	74/244,068	2/7/92	1,821,414	2/15/94
	USA	74/359,144	2/19/93	1,843,012	7/5/94
	USA	76/572,114	1/20/04	2,996,552	9/20/05
	USA	76/573,100	1/30/04	3,014,493	11/15/05
	USA	76/581,323	3/3/04	3,085,901	4/25/06
	USA	78/580,882	3/4/05	3,063,322	2/28/06
	USA	77/015,243	10/5/06	3,474,516	7/29/08
.	USA	77/056,268	12/4/06	3,465,167	7/15/08

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
	USA	77/292,094	9/28/07	3,727,050	12/22/09
	USA	76/692,190	8/19/08	3,600,770	4/7/09
	USA	77/617,565	11/19/08	3,690,524	9/29/09

K-SWISS INC.

PALLADIUM U.S. MARKS

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
	USA (Class 25)	77/576,618	9/23/08	3,716,596	11/24/09
	USA (Class 25)	77/530,533	7/24/08	3,811,478	6/29/10
PALLADIUM	USA (Class 25)	73/142,622	9/26/77	1,160,084	7/7/81
PALLADIUM	USA (Class 18)	74/211,738	10/11/91	1,827,532	3/22/94
	USA (Class 25)	77/897,303	10/21/08	Pending	Pending
	USA (Class 25)	77/929,448	2/5/10	3,859,694	10/12/10
	USA (Class 35)	85/428,636	9/21/11	Pending	Pending

	USA (Class 35)	85/558/748	3/2/12	Pending	Pending
PAMPA	USA (Class 25)	77/558,351	8/28/08	Pending	Pending
PLDM	USA (Class 9, 18, 25)	85/232,697	2/2/11	Pending	Pending

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of April, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 25, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among K-Swiss Inc. ("Parent"), K-Swiss Sales Corp. ("KS Sales"), K-Swiss Direct Inc. ("KS Direct") and, together with Parent, KS Sales and any person that may from time to time become a party thereto as a borrower, each individually a "Borrower" and collectively, "Borrowers"), certain affiliates of Borrowers, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 25, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark

Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

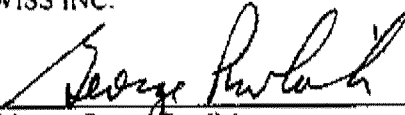
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGES FOLLOW]

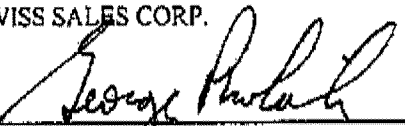
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

K-SWISS INC.

By: 
Name: George Powlick
Title: Chief Financial Officer

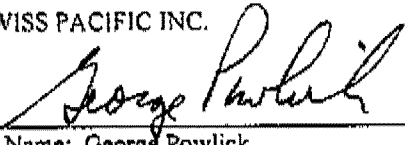
K-SWISS SALES CORP.

By: 
Name: George Powlick
Title: Vice President

K-SWISS DIRECT INC.

By: 
Name: David Nichols
Title: President

K-SWISS PACIFIC INC.

By: 
Name: George Powlick
Title: Assistant Secretary

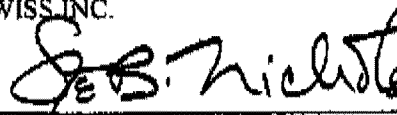
ROYAL ELASTICS INC.

By: 
Name: David Nichols
Title: President

ROYAL ELASTICS, LLC

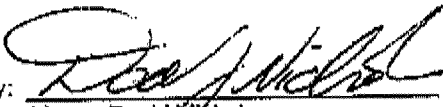
By its Manager:

K-SWISS INC.

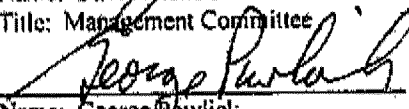
By: 
Name: Steven Nichols
Title: Management Committee

Trademark Security Agreement

TRADEMARK
REEL: 004778 FRAME: 0559

By: 

Name: David Nichols
Title: Management Committee

By: 

Name: George Powlick
Title: Management Committee

K-SWISS NS INC.

By: 

Name: Cheryl Kuchinka
Title: President

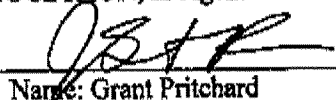
Trademark Security Agreement

TRADEMARK
REEL: 004778 FRAME: 0560

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: _____


Name: Grant Pritchard
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 004778 FRAME: 0561

K•SWISS INC.

FORM ATHLETICS MARKS

Mark	Country	App/Reg Number	App/Reg Date
FORM ATHLETICS & DESIGN	USA	Reg. No. 3,924,648	Reg. Date 3/1/11
FORM ATHLETICS	USA	App. No. 85/009,393	App. Date 4/8/10
FORM	USA	App. No. 77/848,770	App. Date 10/14/09

NOTE: On or about July 22, 2010 K•Swiss Inc. purchased FORM ATHLETICS, LLC, including its rights, title and interest in and to the Trademarks and all the goodwill of the business associated with the Trademarks, as well as the trademark registrations and applications to K•Swiss Inc.

Trade Names

In addition to trading under their legal names and under the name "K•Swiss", the following K•Swiss entities regularly trade under the name "Palladium" or "Palladium Boots":

K•Swiss Inc.
K-Swiss Sales Corp.
K-Swiss International Ltd
K-Swiss Europe BV
1166789 Ontario Inc.

Common Law Trademarks

BLADES
BIGSHOT
GOWMET
K-RUUZ
VENICE
SURF & COURT
CLASSIC
ARIAKE
KWICKY
JETSTER
KEAHOU
K-ONA
BACKATCHA

ULTRA TUBES
KENEJO
DECHANE
ALTADENA
ST329
WHELAN
ANGELSEA
ALBURT
TRIFUNO
UPROAR
STABILOR
MISOUL
APPROACH
ULTRASCENDOR
KONESIC
SLASH
VELOCITY
CONTRAST
ACCOMPLISH
SPLICED

Trademark Licenses

- 1) K-Swiss Trademark License Agreement between K-Swiss Inc. and K-Swiss International Ltd. dated June 10, 1991.
- 2) K-Swiss Trademark License Agreement between K-Swiss-Inc. and K-Swiss Canada dated January 1, 1992.
- 3) Palladium Trademark License Agreement between K-Swiss Inc. and Palladium SAS France dated May 10, 2010.
- 4) Palladium Trademark License Agreement between K-Swiss Europe BV and Blue Fish Bags dated October 1, 2011.
- 5) Palladium Trademark License Agreement between K-Swiss Inc. and K-Swiss Canada dated May 10, 2010.
- 6) First Amendment to Eyewear License Agreement between K-Swiss Inc. and Vision Pro dated November 1, 2011.
- 7) Footwear License Agreement between K-Swiss Inc. and Moonstar dated May 1, 2009.
- 8) Apparel License Agreement between K-Swiss Inc. and Itochu dated January 1, 2010.
- 9) Footwear License Agreement between K-Swiss Inc. and HS Corp. dated January 1, 2010.
- 10) Eyewear and Watches License Agreement between K-Swiss Inc. and HS Corp. dated January 1, 2010.

- 11) Footwear License Agreement between K-Swiss Inc. and Latin Sports SA de CV dated January 1, 2009.
- 12) Apparel License Agreement between K-Swiss Inc. and Latin Sports SA de CV dated April 1, 2009.
- 13) Bag/Accessory License Agreement between K-Swiss Inc. and Accessory Exchange dated September 13, 2010.
- 14) Apparel License Agreement between K-Swiss Inc. and Sports Fashion dated April 1, 2009.
- 15) Watch License Agreement between K-Swiss Inc. and Stelux dated October 1, 2006.
- 16) Footwear License Agreement between K-Swiss Inc. and CRC dated July 1, 2009.
- 17) Footwear License Agreement between K-Swiss Inc. and Yuecheng dated September 1, 2011.
- 18) Palladium Trademark License Agreement between K-Swiss International Ltd. And ABC-Mart, Inc. dated September 1, 2010.
- 19) Design and License Agreement between K-Swiss Inc. and Bernard "Hardy" Blechman, dba maharishi dated July 1, 2010.
- 20) Design and Partnership Agreement between K-Swiss Inc. and Billy Reid Inc. dated September 1, 2011.
- 21) License Agreement between K-Swiss Inc., K-Swiss International Ltd. And Ironman dated February 1, 2009.