

Together with all rents, income, revenues, issues and profits thereof and the present and continuing right to make claim for, collect, receive and receipt for any and all of the said rents, income, revenues, issues and profits, which are hereby assigned, transferred and set over unto the Trustees.

The Company, in order further to secure the payment of both the principal of and interest and premium, if any, on the Notes from time to time issued hereunder, according to their tenor and effect, and the performance and observance of all the provisions hereof, and of said Notes, has assigned, transferred and set over and by these presents does assign, transfer and set over unto Fidelity Union Trust Company and S. A. Clark, as Trustees (in the case of Fidelity Union Trust Company only to the extent of its legal qualification and capacity under the laws of any particular jurisdiction to act as an assignee for the purposes hereof), and to their successors in the trusts hereby created and assigns forever, as a part of the Trust Estate, (i) the following described leases (herein termed the Assigned Leases) from the Company, as lessor, to the respective corporations named below, as lessees, all of the obligations of the lessees under the Assigned Leases being unconditionally guaranteed by Kinney Shoe Corporation, a New York corporation (herein termed Kinney), and (ii) the Guaranty Agreements dated as of April 24, 1967 of Kinney (herein termed the Guaranty Agreements) relating to the Assigned Leases, including all extended terms of the Assigned Leases, and all the estate, right, title and interest of the Company in, to and under the Assigned Leases and the Guaranty Agreements, and the right henceforth to receive and collect all rents, income, revenues, issues and profits and other sums payable or receivable thereunder including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any and all of the said rents, income, revenues, issues and profits and other sums, whether as rents or otherwise, to appoint arbitrators, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Company or any lessor is or may become entitled to do under the Assigned Leases and the Guaranty Agreements, all of which are hereby specifically assigned, transferred and set over, to wit:

Eight leases dated as of April 24, 1967, each having a basic term beginning on May 9, 1967, and continuing until June 30, 1992, covering respectively the properties more particularly described in paragraphs numbered 1 through 8 in Schedule A hereto, and being made by the Company as lessor, to the following corporations respectively as lessees (each of which is herein termed a Lessee):

1. Tustin Kinney Shoe Corp. a California corporation,
2. Waco Kinney Shoe Corp., a Texas corporation,
3. Odessa Kinney Shoe Corp., a Texas corporation,
4. Tejas Kinney Shoe Corp., a Texas corporation,
5. Greenville Kinney Shoe Corp., a South Carolina corporation,
6. Somerville Kinney Shoe Corp, a New Jersey corporation,
7. El Camino Kinney Shoe Corp., a California corporation, and
8. Danville Kinney Shoe Corp., an Illinois corporation,

together in each case with the Guaranty Agreement executed by Kinney relating thereto,