

12-22-1998



FORM PTO-1594

100927735

SHEET 1LY

U.S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or certified copy thereof.

1. Name of conveying Party(ies):

GABY FOOTWEAR LTD.

- Individual(s)
- General Partnership
- Corporation- CANADIAN
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

12-17-98

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: SEPTEMBER 16, 1998

2. Name and Address of receiving Party(ies):

Name: PENSHU, INC.

Internal Address: _____

Street Address: 5745 PARÉ STREET

City: TOWN OF MOUNT ROYAL, QUEBEC, H4P 1S2 CANADA

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- CANADIAN
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes No
- (Designations must be a separate document from Assignment)
- Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

- A. Trademark Application No.(s)
 - 75/268,268
 - 75/268,267
 - 75/268,266
 - 75/268,265

- B. Trademark Registration No.(s)
 - 2,077,787

Additional sheet attached? Yes No

5. Name and address of party to whom correspondence concerning this matter should be mailed:

Jacobson, Price, Holman & Stern
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. T16813/US1/US2/US3/US4

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41)..... \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No.: 06-1358
(Attach duplicate copy of this page if paying by deposit account):

DO NOT USE THIS SPACE

140E

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Simor L. Moskowitz
Name of Person Signing

Signature

December 17, 1998
Date

Total number of pages comprising cover sheet: 9

JPH&S 341-8/92

12/21/1998 BHUYEN 00000204 2077787

01 FC:481
02 FC:482

40.00 OP
100.00 OP

TRADEMARK
REEL: 1828 FRAME: 0286

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Registration of:

PENSHU, INC.
(Assignee of GABY FOOTWEAR LTD.)

Serial No.: 75/268,268

Filing Date: April 2, 1997

Mark: WATERPROOF LA CANADIENNE DRY AND SEAL DESIGN

**POWER OF ATTORNEY/
APPOINTMENT OF DOMESTIC REPRESENTATIVE**

The law firm of JACOBSON, PRICE, HOLMAN & STERN, whose postal address is 400 Seventh Street, N.W., Washington, D.C. 20004-2201, is hereby designated Registrant's Domestic Representative upon whom notices or process in proceeding affecting the mark may be served.

The undersigned hereby appoints SIMOR L. MOSKOWITZ, HARVEY B. JACOBSON, JR., D. DOUGLAS PRICE, JOHN CLARKE HOLMAN, MARVIN R. STERN, MICHAEL R. SLOBASKY, MARSHA G. GENTNER, JONATHAN L. SCHERER, IRWIN M. AISENBERG, WILLIAM E. PLAYER, and YOON S. HAM its attorneys to transact all business in the Patent and Trademark Office in connection with the above-identified registration, and hereby revokes all previous powers of attorney herein. Please address all correspondence to JACOBSON, PRICE, HOLMAN & STERN, 400 Seventh Street, N.W., Washington, D.C. 20004-2201.

PENSHU, INC.

By: 

Dated: 11/08/98, 1998

Attorney/Docket No. T16813US1

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made this date between GABY FOOTWEAR LTD., a Canadian corporation, whose principal place of business is 5525 Côte de Liesse, St-Laurent, Quebec, Canada H4P 1A1 (hereinafter referred to as "Assignor"), and PENSHU, INC., a Canadian corporation, whose principal place of business is 5745 Paré Street, Town of Mount Royal, Quebec, H4P 1S2, Canada (hereinafter referred to as "Assignee").

WHEREAS, Assignor has adopted and/or used and is using, and is the owner of the trademark LA CANADIENNE and variations thereof, and the United States registration and applications therefor and relating thereto as listed in Schedule A attached hereto (hereinafter collectively referred to as the "ASSIGNED MARKS"); and


WHEREAS, Assignee intends to succeed to the ongoing and existing business of Assignor to which the ASSIGNED MARKS pertain, and is desirous of acquiring the entire right, title and interest in and to the ASSIGNED MARKS, and the above-identified U.S. applications and registration, together with the goodwill of the business pertaining thereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said ASSIGNOR does hereby sell, assign, set over and transfer to said ASSIGNEE, the entire right, title and interest in and to the ASSIGNED MARKS, and the identified U.S. applications and registration therefor, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims and damages by reason of past infringement of the ASSIGNED MARKS, with the right to sue for and collect the

same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, ASSIGNOR has caused its name to be signed by its duly authorized officer this 16 day of SEPTEMBER 1998.

GABY FOOTWEAR LTD.

By: 
Penny Shuster
Vice-President

SCHEDULE A

TRADEMARK	SERIAL NO.
LA CANADIENNE & MAPLE LEAF DESIGN	2,077,787
WATERPROOF LA CANADIENNE DRY & Seal Design	75/268,268
GENUINE SHEARLING LA CANADIENNE & Lamb Design	75/268,267
LA CANADIENNE (Word Mark)	75/268,265
LA CANADIENNE & Design (black & white)	75/268,266
LA CANADIENNE & Design (Color)	Proposed Application