



100957763

To the Commissioner of Patents and Trademarks: Please record the

of.

1. Name of conveying party(ies): *MWD 2-1-99*

E.T. Wright Corporation
141 Longwater Drive
Norwell, Massachusetts 02061

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other:

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

2. Name and address of receiving party(ies):

Mason Shoe Manufacturing Company
1251 First Avenue
Chippewa Falls, Wisconsin 54729

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: August 20, 1998

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of Wisconsin
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
75/371,574

B. Trademark Reg. No.(s)

1,912,797	350,992
1,763,939	350,988
1,750,199	287,189
1,227,078	

Additional numbers attached? Yes No

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

Name: Paul A. Welter
 Address: Merchant, Gould, Smith, Edell,
 Welter & Schmidt, P.A.
 3100 Norwest Center
 90 South Seventh Street
 Minneapolis, MN 55402-4131

6. Total number of applications and trademarks involved: 8

7. Total fee (37 CFR 3.41): \$215.00 *E*

Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

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.

Paul A. Welter
 Name of Person Signing

Paul A. Welter
 Signature

January 26, 1999
 Date

Total number of pages including cover sheet, attachments, and document: 6

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

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02FC482 175.00 ch

TRADEMARK
 REEL: 1848 FRAME: 0629

TRADEMARK ASSIGNMENT

WHEREAS, E.T. Wright Corporation, a Delaware corporation having its principal place of business at 141 Longwater Drive, Norwell, Massachusetts 02061 (hereinafter "ASSIGNOR"), is the sole and exclusive owner of the trademarks and service marks evidenced by U.S. trademark and service mark registrations and applications listed in Schedule A attached hereto (the "Trademarks").

WHEREAS, Mason Shoe Manufacturing Company, a Wisconsin corporation having its principal place of business at 1251 First Avenue, Chippewa Falls, Wisconsin 54729 (hereinafter "ASSIGNEE"), is desirous of acquiring the right, title and interest in, to and under the Trademarks and the goodwill related to the portion of the ASSIGNOR's business sold to ASSIGNEE pursuant to the Asset Sale Agreement dated as of November 20, 1998 and this assignment.

ASSIGNOR hereby represents and warrants that it is the sole and exclusive owner of all rights, title and interest in the Trademarks; that it has the full right and power to enter into this assignment, and that no other person, firm or corporation has, or will have, any right, title or interest in the Trademarks inconsistent with the rights hereby granted by virtue of this assignment, and the ASSIGNOR hereby covenants that it will not undertake any acts or actions that is, or may be inconsistent with ASSIGNEE's absolute title or which may impair or curtail any of the rights granted to the ASSIGNEE by virtue of this assignment.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has effective as of 12:00 A.M. (Massachusetts time) on Saturday, November 21, 1998, sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to the ASSIGNEE the Trademarks and the goodwill symbolized thereby, the same 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 representative, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, if the assignment and sale had not been made; together with all claims for damages by reason of past infringement of the Trademarks with the right to sue for, and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

E. T. WRIGHT CORPORATION

Dated: August 20, 1998

By:


George MacNaughton
President

Commonwealth of Massachusetts

County of PLYMOUTH

On this, the 20th day of November, 1998, before me George MacNaughton, the undersigned officer, personally appeared and acknowledged himself to be the President of E.T. Wright Corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

George MacNaughton
Officer's Signature

Kevin McQuinley
Notary Public

my Commission Expires 3/16/2001

SCHEDULE A

TRADEMARKS

Trademark	Reg. No.	Reg. Date	Goods/Services
Arch Preserver	SN 75-371,574	Filed 10-10-97	Cl 25-shoes
AP Trademark & Design	1,912,797	8-15-95	Cl 25-retail store and mail order catalog services in the field of shoes
AP & Design	350,992	10-12-37	Cl 25-men's, boys', little gents' and male children's shoes of leather, fabric and combinations thereof
E.T. Wright	1,763,939	4-13-93	Cl 3-kit of shoe cram and polish. Cl 42-retail mail order catalog services featuring same
Executive Shoes	1,227,078	2-8-83	Cl 42-retail mail order shoe store services
Wright Arch Preserver Shoes	287,189	9-15-31	Cl 25-men's and boy's leather and canvas boots and shoes
Wright Walker	1,750,199	2-2-93	Cl 25-shoes
Arch Preserver	350,988	1-19-37	Cl 25-men's shoes of leather, fabric and combinations thereof.