

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective the date of the last signature below, is between Spenco Medical Corporation, a Texas corporation having offices at 6301 Imperial Drive, Waco, TX, U.S.A. 76712 ("Assignor") and Weinbrenner Shoe Company, Inc., a Wisconsin corporation having offices at 108 South Polk Street, Merrill, WI, U.S.A. 54452 ("Assignee").

RECITALS

A. Assignor is the owner of all right, title and interest in and to certain trademarks and federal trademark registrations as specified in Schedule A attached hereto (the "Trademark").

B. The Assignor desires to assign all right, title and interest in the Trademark to the Assignee and the Assignee desires to accept such assignment.

AGREEMENTS

In consideration of the recitals and mutual agreements which follow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee and Assignor agree as follows:

1. Assignment of Trademark. The Assignor assigns and contributes to the Assignee all of Assignor's right, title and interest worldwide, both statutory and common law, in and to the Trademark, along with all of the goodwill associated with the Trademark.

2. Assignment of Accrued Enforcement Rights. Assignor assigns and transfers to Assignee any and all claims or causes of action for infringement of the Trademark that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claim or cause of action.

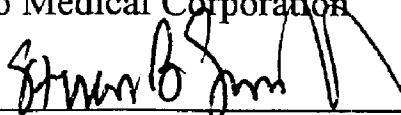
ACCEPTED AND AGREED TO:

ASSIGNOR:

Spenco Medical Corporation

Date 2/22, 1999

BY



~~Deborah Harris, Vice President~~

Steven B. Smith, President and C.E.O.

ASSIGNEE:

Weinbrenner Shoe Company

Date JANUARY 26, 1999

BY



Richard Olson, Vice President

Schedule A

United States Federal Trademark Registrations

Ultimate (Registration Number 2039920; issued 2/25/97; Class 10 and 25)