

08-26-1999

TRADEMARKS ONLY

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TO THE HONORABLE COMMISSIONER
Please record the attached



101127657

eof

1. Name of conveying party(ies):

SPRAGUE COMPANY
101 Sprague Street
Boston, Massachusetts 02136

MMU
8-24-99

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation of Delaware
- Other: _____

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

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

Name: MSC Holdings LLC
Internal Address: _____
Street Address: 101 Sprague Street

City: Boston
State and Zip Code: Massachusetts 02136

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited liability company of Delaware
- Corporation (Country) _____

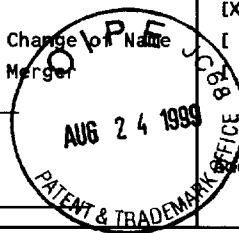
As the assignee is not domiciled in the United States, the assignee has designated a domestic representative.

Additional name(s) & address(es) attached? [] Yes [X] No
Other: _____

3. Nature of conveyance:

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

Execution Date: 7 July 1999



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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

- 1,646,905 1,792,712
- 1,651,564 1,896,946
- 1,772,454 1,897,026
- 1,778,203 1,898,111
- 1,786,205 2,223,903

Additional numbers attached? [] Yes [X] No

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

BROWDY AND NEIMARK
419 Seventh Street, N.W.
Suite 300
Washington, D. C. 20004

6. Number of applications and registrations involved:
Ten (10)

7. A check in the amount of \$265.00 is enclosed to cover the above fees. (Check # 23285)

8. If insufficient fees are attached to accomplish the present order, please charge any necessary additional fees to 02-4035

Do Not Use This Space

08/26/1999 DC0ATES 00000035 1646905

01 FC:481 40.00 OP
02 FC:482 225.00 OP

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.

S. Neimark
Name of Person Signing *20250*

[Signature]
Signature

8-24-99
Date

Total number of pages comprising cover sheet [1]

ASSIGNMENT AND CONTRIBUTION AGREEMENT

THIS ASSIGNMENT AND CONTRIBUTION AGREEMENT (the "Assignment"), dated as of July 7, 1999, is by and among Maxwell Shoe Company Inc., a Delaware corporation ("Maxwell"), Sprague Company, a Delaware corporation ("Sprague") and MSC Holdings LLC, a Delaware limited liability company the sole member of which is Maxwell ("MSC").

WITNESSETH:

WHEREAS, Maxwell desires to contribute and assign its rights and delegate its obligations under certain trademarks to MSC and MSC desires to acquire such rights and assume such obligations from Maxwell; and

WHEREAS, Sprague desires to assign its rights and delegate its obligations under certain trademarks to MSC and MSC desires to acquire such rights and assume such obligations from Sprague; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Maxwell hereby contributes, assigns and transfers to MSC all of Maxwell's rights, title and interest under the trademarks identified in Exhibit A hereto.
2. Maxwell hereby delegates and transfers to MSC, and MSC hereby assumes all of Maxwell's obligations under the trademarks identified in Exhibit A hereto.
1. Sprague hereby contributes, assigns and transfers to MSC all of Sprague's rights, title and interest under the trademarks identified in Exhibit A hereto.
2. Sprague hereby delegates and transfers to MSC, and MSC hereby assumes all of Sprague's obligations under the trademarks identified in Exhibit A hereto.

IN WITNESS WHEREOF, Maxwell, Sprague and MSC have duly executed this Assignment and Contribution Agreement as of the date first written above.

MAXWELL SHOE COMPANY, INC.

By: James J. Fitzgerald

MSC HOLDINGS LLC

By: [Signature]

SPRAGUE COMPANY

By: James J. Fitzgerald

LC991880.115/2+

SPRAGUE - U. S.

1)	R. 1,646,905	SAM & LIBBY
2)	R. 1,651,564	JEFF & KRISTI
3)	R. 1,772,454	SAM & LIBBY
4)	R. 1,778,203	SAM & LIBBY
5)	R. 1,786,205	SAM & LIBBY
6)	R. 1,792,712	LIBBY
7)	R. 1,896,946	SAM & LIBBY
8)	R. 1,897,026	JUST LIBBY
9)	R. 1,898,111	SAM & LIBBY
10)	R. 2,223,903	JUST LIBBY

SPRAGUE - FOREIGN

1)	CANADA	R. 382,906	SAM & LIZZY
2)	CANADA	R. 411,223	SAM & LIBBY
3)	CHINA	R. 569,171	SAM & LIBBY
4)	FRANCE	R. 1,669,628	SAM & LIBBY
5)	FRANCE	R. 1,604,391	SAM & LIBBY
6)	GBRI	R. 1,376,905	SAM & LIBBY
7)	GERW	R. 653,826	SAM & LIBBY
8)	GERW	R. 1,185,486	SAM & LIBBY
9)	GERW	R. 1,141,670	SAM & LIBBY
19)	HONG	R. 730/1993	SAM & LIBBY
20)	HONG	R. 2199/1192	SAM & LIBBY