MRN 8-24-99

08-26-1999

101127655

TRADEMARKS ONLY

TO THE HONORABLE COM

Please record the atta

TRADEMARKS ONLY

MARKS

thereof

OIPE JC68 AUG 24 1999 PATENT & TRADEMARK OFFICE

1. Name of conveying party(ies):
MAXWELL SHOE COMPANY, INC.
101 Sprague Street
Boston, Massachusetts 02136

[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] 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 _____
[X] Limited liability company of Delaware
[ ] Corporation (Country) _____
[ ] As the assignee is not domiciled in the United States, the assignee has designated a domestic representative.
Addtl. name(s) & address(es) attached? [ ]Yes [X] No
Other: _____

3. Nature of conveyance:
[X] 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)

Appln No. 75/359,399

B. Trademark registration No.(s)

1,477,841 1,576,519
1,538,233 1,750,221
1,584,784

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:
Six (6)

7. A check in the amount of $125.00 is enclosed to cover the above fees. (Check # 23239)

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

08/26/1999 DCOATES 00000037 024035 75359399
01 FC:481 40.00 OP
02 FC:482 40.00 CH 85.00 OP

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.

S. Neimark 20520
Name of Person Signing

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: _____

MSC HOLDINGS LLC

By: _____

SPRAGUE COMPANY

By: _____

LC991880.115/2+

TRADEMARK
REEL: 001948 FRAME: 0727

MAXWELL - U. S.

1)	R. 1, 477,841	MOOTSIES
2)	R. 1,538,233	PANINARI BY MOOTSIES TOOTSIES
3)	R. 1,584,784	MOOTSIES TOOTSIES
4)	R. 1,576,519	LIL MISS MOOTSIES
5)	R. 1,750,221	MOOTSIES KIDS
6)	APPN. 75/359,399	TOOTSIES

MAXWELL - FOREIGN

1)	CANADA	R. 393,037	PANINARI BY MOOTSIES TOOTSIES
2)	CHINA	R. 741,985	MOOTSIES TOOTSIES
3)	HONG	R. 7790/95	MOOTSIES TOOTSIES
4)	JAPAN	R. 2,494,887	MOOTSIES TOOTSIES
5)	KOREA	R. 300,389	MOOTSIES TOOTSIES
6)	MEXI	APPN. 157,978	MOOTSIES TOOTSIES
7)	TAIW	R. 599,986	MOOTSIES TOOTSIES