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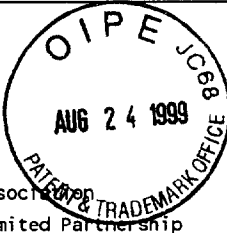
MARKS
thereof

101127655

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

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

Additional name(s) of conveying party(ies) attached? Yes 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.

Addtl. name(s) & address(es) attached? Yes 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)

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 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

BCDATES 00000037 024035 75359399

Do Not Use This Space

01 FC:481
02 FC:482

40.00 CH 40.00 DP
85.00 DP

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 20520

[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. Terzaghi

MSC HOLDINGS LLC

By: [Signature]

SPRAGUE COMPANY

By: James J. Terzaghi

LC991880.115/2+

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