

09-02-1999



8-31-99

101134385

To the Honorable Commissioner of Patents and Trademarks. Please attach original documents or copy thereof.

1. Name of conveying party(ies):
Mason Shoe Manufacturing Co.

Individual(s) Association
 General Partnership Partnership
 Corporation-**Wisconsin**
 Other

Additional name(s) of conveying party(ies) attached?
 yes no

2. Name and address of receiving party(ies)?
Old Dominion Footwear, Inc.

**2482 Rivermont Ave.
Lynchburg, VA 24503**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-**Virginia**
 Other

Additional name(s) & address(es) attached?
 yes no

Appointment of Domestic Representative attached?
 yes no



3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Names
 Other _____

Execution Date: **July 27, 1999**

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)	B. Trademark Registration No.(s) 724,250
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Additional numbers attached? Yes No

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

SUGHRUE, MION, ZINN, MACPEAK & SEAS, PLLC
2100 Pennsylvania Avenue, N.W.
Suite 800
Washington, D.C. 20037-3213
Attention W. M. Webner, Esq.

6. Total number of applications and registration involved:
One

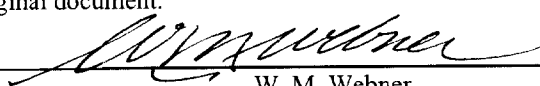
7. Total Fee (37 CFR 3.41): **\$40.00**
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.
 Authorized to be charged to Deposit Account

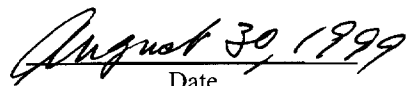
8. Deposit Account No. 19-4880
(Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.


W. M. Webner


Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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TRADEMARK AND TRADENAME ASSIGNMENT

THIS TRADEMARK AND TRADENAME ASSIGNMENT, is made as of the

29th day of July, 1999, by and between **MASON SHOE MANUFACTURING CO.** ("Assignor")

and **OLD DOMINION FOOTWEAR, INC.** ("Assignee"):

W I T N E S S E T H:

WHEREAS, Craddock-Terry Shoe Corporation, a Virginia corporation whose address was 56 9th St., Lynchburg, Virginia 24504, had adopted, used and was using "Drifters" (the "Mark") as a trademark for shoes in International Class 25 (U.S. CL. 39), which trademark was registered in the United States Patent and Trademark Office, Reg. No. 0724250, Serial No.72-104693 and was first registered on November 21, 1961 and renewed on November 21, 1981; and

WHEREAS, by an Assignment recorded on April 18, 1989 in the United States Patent and Trademark Office at Reel 0647 Frame 553, Craddock-Terry Shoe Corporation transferred the Mark to T/W Properties; and

WHEREAS, by an Assignment recorded on May 16, 1990 in the United States Patent and Trademark Office at Reel 0728 Frame 0539, T/W Properties transferred the Mark to Craddock-Terry, Inc.; and

WHEREAS, by an Agreement dated September 4, 1997 and approved by an order of the United States Bankruptcy Court for the Western District of Virginia, Lynchburg Division

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entered on September 25, 1997, Craddock-Terry, Inc. transferred ownership of the Mark to Assignor; and

WHEREAS, Assignor has the exclusive right to use the Mark in the wholesale and retail services for shoes and related items; and

WHEREAS, Assignee whose address is 2482 Rivermont Ave., Lynchburg, VA 24503, is desirous of acquiring said Mark and any and all registrations and application for the registration thereof and their associated goodwill pursuant to this Assignment for use in the manufacture and sale of footwear.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over unto the Assignee the complete worldwide rights, title and interest in and to said Mark generally and particularly the registrations and application for registration for said Mark together with the goodwill of the business in connection with which said Mark is used.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

IN WITNESS WHEREOF, Mason Shoe Manufacturing Co. has executed this Assignment this 29th day of July, 1999.

MASON SHOE MANUFACTURING CO.

By Daniel J. Hunt
Its VP of Sourcing

OLD DOMINION FOOTWEAR, INC.

By Malcolm K. Sydnor
Its President

STATE OF WISCONSIN)
(
CITY/COUNTY OF)

To-wit:

The foregoing was acknowledged before me this 29th day of July,
1999, by Daniel J. Hunt, in his capacity as VP of Sourcing of **MASON SHOE
MANUFACTURING CO.**

My commission expires 10/3/99.

Ramon M. Goette
Notary Public

COMMONWEALTH OF VIRGINIA)
(
CITY/COUNTY OF Lynchburg)

To-wit:

The foregoing was acknowledged before me this 30 day of April,
1999, by Malcolm K. Sydnor, in his capacity as President of **OLD
DOMINION FOOTWEAR, INC.**

My commission expires 1-31-2003.

Margaret M. Cobb
Notary Public