

11-15-1999



101161624

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRS H/15/99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type:

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other *Specify transaction type*

Conveying Party

Mark if additional names of conveying parties attached Execution Date Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

11/15/1999 TT0N11 00000033 719778

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 001958 FRAME: 0418

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75449163"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="719778"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="955819"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="977532"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

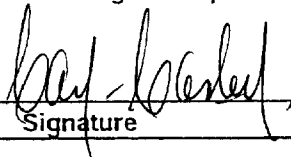
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Carlos Castellón
Name of Person Signing


Signature

11/10/99
Date Signed

07-15-1999



101091700

7-13-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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New

Resubmission (Non-Recordation)
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Correction of PTO Error
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Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other _____

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name EDISON BROTHERS STORES, INC. Execution Date
Month Day Year
07 09 99

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached.

Name Novus, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) Parque Industrial Los Niños

Address (line 2) 655 Cubitas Street

Address (line 3) Guaynabo Puerto Rico 00969

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Puerto Rico

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/14/1999 MTHAI1 00000117 75449163

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01 FC:481 40.00 DP
02 FC:482 75.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 001958 FRAME: 0420

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(787) 282-5718

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75449163"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="719778"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="955819"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="977532"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

CARLOS CASTELLON

07/09/99

Name of Person Signing

Signature

Date Signed

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT is made the 9th day of July, 1999 between Edison Brothers Stores, Inc., a corporation organized and existing under the laws of the State of Delaware ("Assignor"), and Novus, Inc., a corporation organized and existing under the laws of the Commonwealth of Puerto Rico ("Assignee").

WHEREAS Assignor has adopted and has used or is using, in the United States, the trademarks, service marks, trade names, copyrights and owns the registrations and applications for registration thereof, as listed in Schedule A attached hereto (the "Marks"); and

WHEREAS, in furtherance of the transactions contemplated by the Asset Purchase Agreement, dated as of May 24, 1999, by and among Assignor, Edison Puerto Rico Stores, Inc. and Assignee (the "Purchase Agreement"), Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks, and the registrations and applications for registration thereof, and the goodwill associated therewith, subject to a concurrent use agreement to be executed between Assignee and Weiss and Neuman Shoe Co. (the "Concurrent Use Agreement") and the terms hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns, transfers, and conveys unto Assignee, as successor to Assignor's business, subject to the Concurrent Use Agreement and the terms hereof, all of its rights, title and interest in and to the Marks, whether statutory or at common law, including all registrations and applications for registration thereof, together with the existing and ongoing business to which the Marks pertain as

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TRADEMARK
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well as the goodwill of the business and the products and/or services symbolized by the Marks, and the right to sue for, collect and retain all damages and profits and all other remedies for past infringements thereof.

The assignment and transfer of Assignor's rights, title and interest in the Marks is herein made free and clear of all liens, claims, interests and encumbrances whatsoever, whether known or unknown, including, but not limited to, any and all of such liens, claims, interests and encumbrances from any of the Assignor's creditors, vendors, suppliers, employees or lessors and the Assignee shall not be liable in any way (as successor entity or otherwise) for any claims that any of the foregoing or any other third party may have against the Assignor, except as provided in the Purchase Agreement or the Concurrent Use Agreement.

ASSIGNOR agrees to execute any further papers and to do such other acts as may be necessary and proper to vest in Assignee full and recordable title in and to the Marks and the goodwill of the business products and/or services symbolized by the Marks, and the registrations and applications for registration thereof.

ASSIGNOR AND ASSIGNEE shall execute such documents as shall be reasonably necessary to enable Assignee to file an application for concurrent registration for all of the Marks. All costs associated with applications for United States trademark, service mark or copyright registration, if any, shall be borne equally by Assignor and Assignee. Assignor shall cooperate with Assignee in prosecuting such applications.

The Commissioner of Patents and Trademarks of the United States is requested to issue the Certificates of Registration for the pending Marks to the Assignee in accordance with this Agreement and the Concurrent Use Agreement.

IN WITNESS WHEREOF, ASSIGNOR AND ASSIGNEE have caused these presents to be duly executed in a manner appropriate thereto as of the date first written above.

NOVUS, INC.

EDISON BROTHERS STORES, INC.

By: *Carlos Castellon*
Name: CARLOS CASTELLON
Title: PRESIDENT

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, ASSIGNOR AND ASSIGNEE have caused these presents to be duly executed in a manner appropriate thereto as of the date first written above.

NOVUS, INC.

EDISON BROTHERS STORES, INC.

By: _____
Name: _____
Title: _____

By: John O. Burtles
Name: _____
Title: _____

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(FRI) 07.09.99 14:45/ST. 14:44/NO. 3501291126 P 5
(THU) 07.08.99 14:10/ST. 14:07/NO. 3581450989 P 8

FROM

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FROM
REEL: 001958 FRAME: 0425

SCHEDULE A

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FROM

TRADEMARK
REEL: 001958 FRAME: 0426

Schedule 1.1.4
to
Asset Purchase Agreement

Intellectual Property

[See Attached]

AB

(FRI) 07 09 '99 14:46/ST. 14:44/NO. 3501291126 P 8

Registrations in the U.S. PTO for Bakers

Mark Goods/Services	Class(es)	Reg Number	Reg Date	Exp Date
615 COMFORT COLLECTION Footwear	25	1,128,910	3/29/94	3/29/04
ALL-ABOUTS Women's and masses' shoes	25	703,587	8/30/60	8/30/00
ATTACH II (Stylized) Hair clips and shoe ornaments, namely, bows, buckles, tassels, rhinestones, geometric shapes, crystals and bootstraps	26	1,559,997	10/10/89	10/10/09
B.Y.O.S. & Design Sunglasses	9	1,569,446	12/5/89	12/5/09
BAKERS Retail shoe and accessory store services	35	719,778	8/8/01	8/8/01
CAPTIVATORS (Stylized) Ladies' shoes made of leather, rubber, fabric, plastic, and combinations thereof	25	418,722	1/8/46	1/8/06
CASUALETS (Stylized) Ladies' shoes of leather, rubber, fabric, and/or combinations of same	25	389,236	7/29/41	7/29/01
COSMICS Women's shoes and socks	25	2,070,006	6/10/97	6/10/07
COSMICS & Design Shoe cleaner and conditioner	3	1,459,800	10/6/67	10/6/07
DANCIN' & Design Handbags	18	1,503,929	9/13/88	9/13/08
DELINDA Women's shoes	25	745,329	2/19/63	2/19/03
DUCK Design Shoes	25	1,547,460	7/11/89	7/11/09
DUCK Design Handbags; socks	18, 25	1,558,021	9/26/89	9/26/09
ERS (Stylized) Shoes for men, women, and children	25	723,149	10/24/61	10/24/01

bb

Mark Goods/Services	Class(es)	Reg Number	Reg Date	Exp Date
INTAGLIO Women's shoes	25	772,364	6/30/64	6/30/04
JEWEL BOX Shoes	25	671,254	12/16/98	12/16/98
JOHN MALLOY Men's and boys' shoes	25	857,971	10/1/63	10/1/08
MAR-V-LUS (Stylized) Hosiery	25	228,068	5/24/27	5/24/07
MISTER L (Stylized) Women's shoes	25	713,222	3/28/61	3/28/01
MODA ATTIVA & Design Handbags	18	1,715,757	9/15/92	9/15/02
MODA ATTIVA PRIMA IL DOVERE E POT IL PIACERE & Design Handbags	18	1,715,758	9/15/92	9/15/02
NO PARKING Shoes	25	1,943,049	12/19/95	12/19/05
PEACOCKS & Design Handbags	18	1,477,700	2/23/88	2/23/08
PEACOCKS & Design Women's shoes	25	1,897,614	6/6/95	6/6/05
PEACOCKS PREMIER Shoes	25	1,943,042	12/19/95	12/19/05
PEACOCKS SIGNATURE SERIES & Design Women's shoes	25	1,918,063	9/12/95	9/12/05
PLATTO (Stylized) Shoes	25	1,718,374	9/22/92	9/22/02
PREVIA & Design Shoes	25	1,528,374	3/7/89	3/7/89
QUALI CRAFT (Stylized) Ladies' shoes made of leather, rubber, fabrics, plastic, and combinations thereof	25	430,591	6/7/47	6/7/07
RIVERSTONE & Design Women's shoes	25	1,994,359	8/20/96	8/20/06

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Mark Goods/Services	Class(es)	Reg Number	Reg Date	Exp Date
SHIELD Protective cover for ladies' and gents' shoe heels	6	123,905	2/14/67	2/14/07
SWEETS Shoes	25	1,122,862	7/24/79	7/24/99
SWEETS (Stylized) Women's legwear, namely, hosiery, socks and leg warmers	25	1,430,331	2/24/87	2/24/07
SWING & Design Shoes	25	1,504,057	9/13/88	9/13/08
THE LEGWORKS Socks	25	986,497	6/18/74	6/18/04
TOPICALS Shoes for women and misses	25	727,741	2/20/62	2/20/02
WHITE BRIGHT Cleaner-conditioner for leather and vinyl	3	1,101,116	9/5/78	9/5/98

Handwritten mark

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TRADEMARK FROM
REEL: 001958 FRAME: 0430

Registrations in the U.S. PTO for Wild Pair

Mark Goods/Services	Class(es)	Reg Number	Reg Date	Exp Date
SUBTERRAIN & Design Shoes	25	1,771,564	5/18/93	5/18/03
THE WILD PAIR Shoes	25	955,819	3/20/73	3/20/03
THE WILD PAIR Retail store services dealing with the sale of shoes and accessories	42	977,532	1/22/74	1/22/04
THE WILD PAIR & Design Headbags, hosiery, sweatshirts, pantyhose, socks, shirts, and belts	18, 25	1,495,801	7/12/88	7/12/08
VELOCITY Retail store services in the field of shoes and related accessories	42	1,394,711	5/1/90	5/1/00
WILD PAIR (Stylized) Shoes	25	1,198,008	6/15/82	6/15/02
WILD THINGS (Stylized) Jewelry (namely earrings); shoe ornaments	14, 26	1,530,500	3/21/89	3/21/09
WILD WEAR (Stylized) Sweatshirts, pantyhose, socks, shirts	25	1,482,435	3/29/88	3/29/08

Handwritten initials

State Registrations for Bakers

Mark Goods/Services	Registration No	Registration Date	Exp Date	State
INSPIRATION Clothing	37698	9/12/80	9/12/00	TX

166

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Copyrights Registered in U.S. Copyright Office for Wild Pair

Copyright	Copyright #	Registration Date	Goods
WILD PAIR: HE'S A MAN WHO'S FAST ON HIS FEET SHE'S A WOMAN FAST ON HER FEET	PAU 1029349	6/5/85	Song
WILD PAIR: HE'S A MAN WHO'S FAST ON HIS FEET SHE'S A WOMAN FAST ON HER FEET	SRU 75-601	6/4/85	Song
WILD PAIR: HE'S A MAN WHO'S FAST ON HIS FEET SHE'S A WOMAN FAST ON HER FEET	PAU 731-373	6/4/85	Song
WILD PAIR: HE'S A MAN WHO'S FAST ON HIS FEET SHE'S A WOMAN FAST ON HER FEET	SRU 122-486	3/2/97	Song

bb

Pending Marks in U.S. PTO for Bakers

Mark Goods/Services	Class(es)	Filing Date	Serial Number
BAKERS Perfume, shoe polishes, shoe oils, shoe sprays, and shoeshine with sponge applicator; sunglasses; jewelry, wallets, backpacks, and handbags; shoe brushes and shoe sponges; clothing, namely, neck belts, socks, shoes, scarves, tights, ... (see file)	3, 9, 14, 18, 21, 25 26	3/12/98	75/449,163
BAKERS COMFORT COLLECTION Footwear	25	10/26/98	75/577,242
EC EUROCLUB Footwear	25	1/26/99	75/627,807
NO PARKING & Design Handbags and wallets; shoes	18, 25	6/19/98	75/505,112
NP & Design Handbags and wallets; shoes	18, 25	6/12/98	75/501,178

bb

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Pending Marks in U.S. PTO for Wild Pair

Mark Goods/Services	Class(es)	Filing Date	Serial Number
MOSA Shoes	25	6/12/98	75/501,190

l/b

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Common Law Marks for Bakers

Mark	Goods/Services
DYBABLES	Shoes, purses
TOWN & COUNTRY & Design	Shoes

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Wednesday, May 05, 1999

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(FRI) 07.09'99 14:47/ST. 14:44/NO. 3501291126 P 17

TRADEMARK FROM
REEL: 001958 FRAME: 0436

CONCURRENT USE AGREEMENT

THIS CONCURRENT USE AGREEMENT is made the 23rd day of June, 1999, between Novus, Inc., a corporation organized and existing under the laws of the commonwealth of Puerto Rico ("Novus"), and Weiss and Neuman Shoe Co., a corporation organized and existing under the laws of the State of Missouri ("Weiss").

WHEREAS Weiss is a company in the business of the sale, at retail, footwear and accessories, and

WHEREAS Novus is a company in the business of the sale, at retail, of footwear and accessories, and

WHEREAS Edison Brothers Stores, Inc., a corporation organized and existing under the laws of the State of Delaware ("Edison") has adopted and has used or is using the trademarks, service marks, trade names and copyrights, and owns the registrations and applications for registration thereof, as listed in Schedule A attached hereto (the "Marks"), and

WHEREAS Edison and Weiss are parties to an Asset Purchase Agreement, dated as of May 19, 1999, pursuant to which Edison has agreed to assign and transfer to Weiss all of Edison's right, title and interest in and to the Marks, and the registrations and applications for registration thereof, and the goodwill associated therewith, subject to the terms and conditions of the Assignment of Rights (Subject to Concurrent Use) agreement entered into on June 23, 1999 by Edison and Weiss (the "Weiss Assignment of Rights Agreement") and this Concurrent Use Agreement; and

WHEREAS Edison and Novus are parties to an Asset Purchase Agreement, dated as of May 24, 1999, pursuant to which Edison has agreed to assign and transfer to Novus all of Edison's right, title and interest in and to the Marks, and the registrations and applications for registration thereof, and the goodwill associated therewith, subject to the terms and conditions of a Trademark Assignment Agreement to be entered into by Edison and Novus (the "Novus Trademark Assignment Agreement") and this Concurrent Use Agreement; and

WHEREAS Weiss desires to use, market, advertise, distribute and sell footwear and accessories (the "Weiss Products") using the Marks throughout the world except within Puerto Rico and the Covered Territory (as defined in paragraph 2 below); and

WHEREAS Novus desires to use, market, advertise, distribute and sell footwear, handbags, socks, hosiery and shoe related products and accessories (the "Novus Products") using the marks only within Puerto Rico and the Covered Territory; and

WHEREAS Weiss and Novus are sophisticated in the marketing and selling of the Weiss Products and the Novus Products, and each party carefully has examined the marketplace comprising such goods, and each party independently has determined that there would be no likelihood of confusion among consumers in the event that Weiss uses the Marks in connection with the marketing and sale of the Weiss Products throughout the world except for Puerto Rico and the Covered Territory and Novus uses the Marks solely in connection with the marketing and sale of the Novus Products within Puerto Rico and the Covered Territory.

NOW, THEREFORE, based upon the premises and mutual covenants set forth herein, it is agreed by and between Weiss and Novus as follows:

1. Weiss and Novus agree jointly to take all necessary steps to effect a concurrent use registration with the United States Patent and Trademark Office with respect to the Marks. Each party shall bear its own expenses (including legal expenses) related to such registration, provided however, that any joint filing fees which may be associated therewith shall be evenly divided between Weiss and Novus.
2. Weiss consents to the use of the Marks by Novus in connection with the use, marketing, advertising, distribution and sale of the Novus Products in Puerto Rico, Central and South America, Cuba, Dominican Republic, the United States Virgin Islands, Bahamas, the Lesser Antilles and Jamaica (all of the foregoing excepting Puerto Rico is hereafter collectively referred to as the "Covered Territory").
3. Novus consents to the use of the Marks by Weiss in connection with the use, marketing, advertising, distribution and sale of the Weiss Products throughout the world except within Puerto Rico and the Covered Territory.
4. Weiss is hereby prohibited from using, marketing, advertising, distributing or selling the Novus Products in connection with the Marks in any manner in Puerto Rico and the Covered Territory.
5. Novus is hereby prohibited from using, marketing, advertising, distributing or selling the Weiss Products in connection with the Marks in any manner throughout the world except within Puerto Rico and the Covered Territory.
6. In the event that Weiss and/or Novus grant to any affiliate, subsidiary, representative, agent or any third party any rights in and to the Marks, any such grant of rights shall include a requirement that such party abide by the terms of this Concurrent Use Agreement such that any such use of the Marks by such party shall be subject to the same territorial and other restrictions set forth herein.
7. The parties acknowledge and agree that the limitations set forth herein as to their respective rights to use the Marks in connection with the Weiss Products and the Novus Products will prevent any likelihood of confusion, mistake or deception as to the source of the parties' respective products.
8. The parties agree to cooperate with each other in order to obtain the concurrent registration of the Marks in the Patents and Trademarks Office of the United States.
9. The parties agree to cooperate and consult with one another, in good faith, should future conditions or developments suggest to either the possibility that the parties' respective Marks might be likely to be confused with one another, all with the view to insuring that no substantial likelihood of confusion between the parties' respective Marks, as they are used in commerce, shall occur.
10. The parties to this Concurrent Use Agreement may each apply for state or federal registration of their respective rights, so long as such applications do not seek registration of marks or rights in conflict with the provisions of this Concurrent Use Agreement, and so long as such registrations do not grant rights in conflict with the provisions of this Concurrent Use Agreement. Should any party to

this Concurrent Use Agreement believe that such an application or registration violates the terms or provisions of this Concurrent Use Agreement, registration of the applied for mark may be opposed, or its cancellation sought, without violating this Concurrent Use Agreement.

11. Both parties to this Concurrent Use Agreement may license or assign their respective rights hereunder and under the Marks, in whole or in part, provided that such license or agreement does not extend beyond the provisions of this Concurrent Use Agreement.

12. Novus acknowledges that Weiss has notified it that Weiss has granted a security interest (the "Security Interest") in all of its assets, including but not limited to all right, title and interest of Weiss in and to the Marks, to Foothill Capital Corporation, for itself and as agent for certain other lenders ("Foothill"). By its signature hereto, Novus consents to the Security Interest and the exercise by Foothill of any and all rights and remedies granted in connection with such Security Interest, including but not limited to the sale or the other transfer of the Marks by Foothill, subject and subordinated to Novus's rights under this Agreement. Weiss acknowledges that Novus has notified it that Novus will grant a security interest (the "BPPR Security Interest") in some of its assets, including but not limited to, all right, title and interest of Novus in and to the Marks, to Banco Popular de Puerto Rico ("BPPR"). By its signature hereto, Weiss consents to the BPPR Security Interest and the exercise by BPPR of any and all rights and remedies granted in connection with such BPPR Security Interest, including but not limited to, the sale or other transfer of the Marks by BPPR, subject and subordinated to Weiss' rights under this Agreement.

13. This Concurrent Use Agreement constitutes a contract made under the laws of the State of Missouri, and shall be interpreted and construed in accordance with such laws.

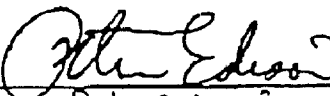
14. This Concurrent Use Agreement is being signed in multiple copies. Each copy shall be considered an original for all purposes.

[The balance of this page has been left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Concurrent Use Agreement to be signed and delivered by their duly authorized officers, all as of the date first hereinabove written.


"Weiss"

Weiss and Neuman Shoe Co.

By: 
Name: Peter Edison
Title: President

"Novus"

Novus, Inc.

By: 
Name: CARLOS CASTELLON
Title: PRESIDENT

SCHEDULE A

REGISTRATIONS IN THE U.S. PTO FOR BAKERS

Mark	Class	Reg. Number	Reg Date
615 COMFORT COLLECTION	25	1,828,910	3/29/94
ALL-ABOUTS	25	703,587	8/30/60
ATTACH II (Stylized)	26	1,599,997	10/10/80
B.Y.O.S. & Design	9	1,569,446	12/5/89
BAKER'S	35	719,778	8/8/71
CAPTIVATORS (Stylized)	25	418,722	1/8/46
CASUALETS (Stylized)	25	389,236	7/29/41
COSMICS	25	2,070,006	6/10/97
COSMICS & Design	3	1,459,800	10/6/87
DANCIN' & Design	18	1,503,929	9/13/88
DELINDA	25	745,529	2/19/63
DUCK Design	25	1,547,460	7/11/89
DUCK Design	28. 25	1,558,021	9/26/89
EBS (Stylized)	25	723,149	10/24/61
INTAGLIO	25	772,364	6/30/64
JEWEL BOX	25	671,254	12/16/58
JOHN MALLOY	25	857,971	10/1/68
MAR-V-LUS (Stylized)	25	228,068	5/24/27
MISTER L (Stylized)	25	713,222	3/28/61
MODA ATTIVA & Design	18	1,715,757	9/15/92
MODA ATTIVA PRIMA IL DOVERE EPOT IL PLACERE & Design	18	1,715,758	9/15/92
NO PARKING	25	1,943,049	12/19/95
PEACOCKS & Design	18	1,477,700	2/23/88
PEACOCKS & Design	25	1,897,614	6/6/95
PEACOCKS PREMIER	25	1,943,042	12/19/95
PEACOCKS SIGNATURE SERIES & Design	25	1,918,063	9/12/95
PLATTO (Stylized)	25	1,718,324	9/22/92
PREVIA & Design	25	1,528,374	3/7/89
QUALICRAFT (Stylized)	25	430,591	6/17/47

RIVERSTONE & Design	25	1,994,359	8/20/96
SHEELD	6	823,905	2/14/67
SWEETS	25	1,122,862	7/24/79
SWEETS (Stylized)	25	1,430,331	2/24/87
SWING & Design	25	1,504,057	9/13/88
THE LEGWORKS	25	986,497	6/18/74
TOPICALS	25	727,741	2/20/62
WHITE BRIGHT	3	1,101,116	9/5/78

Registrations in the U.S. PTO for Wild Pair

<u>Mark</u>	<u>Class</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
SUBTERRAIN & Design	25	1,771,564	5/18/93
	25	955,819	3/20/73
VELOCITY			
WILD THINGS (Stylized)	14,25	1,530,800	3/21/89
WILD WEAR (Stylized)	25	1,482,435	3/29/88

REGISTRATIONS IN THE U.S. PTO FOR WILD PAIR

<u>Mark</u>	<u>Class</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
The Wild Pair	25	955,819	3/20/73
The Wild Pair	42	977,532	1/22/74
The Wild Pair & Design	18,25	1,495,801	7/12/78
The Wild Pair (Stylized)	25	1,198,008	6/15/82

State Registrations for Bakers

Mark	Registration No.	Registration Date	Exp. Date	State
Goods/Services				
INSPIRATION	37968	9/12/80	9/12/00	TX

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OFFICE FOR WILD PAIR**

<u>Copyright</u>	<u>Copyright #</u>	<u>Registration Date</u>	<u>Goods</u>
Wild Pair: He's A Man Who's Fast On His Feet She's A Woman Fast on Her Feet	PAU1029349	6/5/85	Song
Wild Pair: He's A Man Who's Fast On His Feet She's A Woman Fast on Her Feet	SRU 75-601	6/4/85	Song
Wild Pair: He's A Man Who's Fast On His Feet She's A Woman Fast on Her Feet	PAU 731-373	6/4/85	Song
Wild Pair: He's A Man Who's Fast On His Feet She's A Woman Fast on Her Feet	SRU 123-436	3/2/87	Song

PENDING MARKS FOR BAKERS

<u>Mark</u>		
<u>Goods/sService</u>	<u>Filing Date</u>	<u>Serial Number</u>
BAKER	3/12/98	75/449,163
BAKERS COMFORT COLLECTION	10/26/98	75/577,242
EC EUROCLUB	1/26/99	75/627,807
NO PARKING & Design	6/19/98	75/505,112
NP & Design	6/12/98	75/501,178

PENDING MARKS in U.S. PTO FOR WILD PAIR

Mark

<u>Goods/Service</u>	<u>Class(es)</u>	<u>Filing Date</u>	<u>Serial Number</u>
MOSA	25	6/12/98	75,501,190

COMMON LAW MARKS FOR BAKERS

<u>Mark</u>	<u>Goods/Services</u>
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Dyeables	Shoes, purses
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Town & Country & Design	Shoes
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O'NEILL & BORGES

EIGHTH FLOOR

AMERICAN INTERNATIONAL PLAZA

250 MUÑOZ RIVERA AVENUE

SAN JUAN, PUERTO RICO 00918-1808

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November 10, 1999

VIA U.P.S.

Mr. Sedley Pyne
Patent and Trademark Office/Assignment Division
Box Assignments CG-4
1213 Jefferson Davis Highway
Suite 320
Washington, D.C. 20231

Dear Mr. Pyne:

On behalf of our client, Novus, Inc., we are resubmitting the Recordation Form Cover Sheet (Trademarks Only) for the marks listed therein, together with the following supporting documentation:

1. Notice of Recordation of Assignment Document - dated September 14, 1999, together with the documents recorded, and the cover letter originally filed.
2. Corrected Notice of Recordation of Assignment Document - dated September 27, 1999, together with the fax sent requesting correction of Assignee's address.

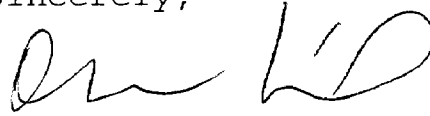
The purpose of resubmitting the cover sheet is for correcting the box marked under "Conveyance Type", together with the description of the conveying documents, so that it is apparent from the face of the cover sheet that the assignment is subject to a concurrent use agreement. This new cover sheet is being submitted with the appropriate documents and filing fee.

Should your Office find any deficiency with respect to the enclosed materials that would affect their recordability, we would

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REEL: 001958 FRAME: 0448

greatly appreciate the opportunity of discussing any such problems with you before your Office's taking any adverse action. In such case, please contact the undersigned, by telephone at (787) 282-5738, or by fax at (787) 753-8944, with any questions or comments.

Sincerely,



Omara Méndez

Enclosures

c.: Juan A Aquino, Esq. (w/o enclosures)
Carlos Castellón (w/o enclosures)



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

SEPTEMBER 27, 1999

PTAS



101135019A

O'NEILL & BORGES
JUAN A. AQUINO
AMERICAN INTERNATIONAL PLAZA, 8TH FLOOR
250 MUNOZ RIVERA AVENUE
HATO REY, PUERTO RICO 00918

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/13/1999

REEL/FRAME: 001927/0126
NUMBER OF PAGES: 28

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

EDISON BROTHERS STORES, INC.

DOC DATE: 07/09/1999
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:

NOVUS, INC.
PARQUE INDUSTRIAL LOS NINOS
655 CUBITAS STREET
GUAYNABO, PUERTO RICO

CITIZENSHIP: PUERTO RICO
ENTITY: CORPORATION

APPLICATION NUMBER: 75449163
REGISTRATION NUMBER:

FILING DATE: 03/12/1998
ISSUE DATE:

MARK: BAKERS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

**TRADEMARK
REEL: 001958 FRAME: 0450**

APPLICATION NUMBER: 72103123
REGISTRATION NUMBER: 0719778

FILING DATE: 08/22/1960
ISSUE DATE: 08/08/1961

MARK: BAKER'S

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72416136
REGISTRATION NUMBER: 0955819

FILING DATE: 02/22/1972
ISSUE DATE: 03/20/1973

MARK: THE WILD PAIR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72434835
REGISTRATION NUMBER: 0977532

FILING DATE: 09/06/1972
ISSUE DATE: 01/22/1974

MARK: THE WILD PAIR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

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ASSIGNMENT DIVISION
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