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FORM PTO-1618A

10-14-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



10-05-1999

101168668

(Handwritten mark)

U.S. Patent & TMO: TM Mail Rcpt Dt. #34

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
Effective Date
Month Day Year

Merger

Change of Name *For all of United States
except Puerto Rico.

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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

10/13/1999 MTHA11 00000159 1828910

01 FC:481 40.00 OP
02 FC:482 1050.00 OP

FOR OFFICE USE ONLY

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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: 001968 FRAME: 0014

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)

SEE ATTACHED

SEE ATTACHED

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.

Alan S. Nemes

Name of Person Signing

Alan S. Nemes

Signature

10/6/99

Date Signed

| TMARK | REGNO |
|----------------------------------|-----------|
| 615 COMFORT COLLECTION | 1,828,910 |
| ALL-ABOUTS | 703,587 |
| ATTACH II (STYLIZED) | 1,559,997 |
| B.Y.O.S. & DESIGN | 1,569,446 |
| BAKER'S | 719,778 |
| CAPTIVATORS (STYLIZED) | 418,722 |
| CASUALETS (STYLIZED) | 389,236 |
| COSMICS | 2,070,006 |
| COSMICS & DESIGN | 1,459,800 |
| DANCIN' & DESIGN | 1,503,929 |
| DELINDA | 745,529 |
| DUCK DESIGN | 1,558,021 |
| DUCK DESIGN | 1,547,460 |
| EBS (STYLIZED) | 723,149 |
| INTAGLIO | 772,364 |
| JOHN MALLOY | 857,971 |
| MAR-V-LUS (STYLIZED) | 228,068 |
| NO PARKING | 1,943,049 |
| PEACOCKS & DESIGN | 1,897,614 |
| PEACOCKS & DESIGN | 1,477,700 |
| PEACOCKS PREMIER | 1,943,042 |
| PEACOCKS SIGNATURE SERIES & DES. | 1,918,063 |
| PREVIA & DESIGN | 1,528,374 |
| QUALI CRAFT (STYLIZED) | 430,591 |
| RIVERSTONE & DESIGN | 1,994,359 |
| SHEELD | 823,905 |
| SWEETS (STYLIZED) | 1,430,331 |
| SWING & DESIGN | 1,504,057 |
| THE LEGWORKS | 986,497 |
| THE WILD PAIR | 977,532 |
| THE WILD PAIR | 955,819 |
| THE WILD PAIR & DESIGN | 1,495,801 |
| THE WILD PAIR (STYLIZED) | 1,198,008 |
| TOPICALS | 727,741 |
| VELOCITY | 1,594,711 |
| WILD THINGS (STYLIZED) | 1,530,800 |
| WILD WEAR (STYLIZED) | 1,482,435 |

— / —

| TMARK | APPNO |
|---------------------------|------------|
| BAKERS | 75/449,163 |
| BAKERS COMFORT COLLECTION | 75/577,242 |
| EC EUROCLUB | 75/627,807 |
| MOSA | 75/501,190 |
| NO PARKING & DESIGN | 75/505,112 |
| NP and Design | 75/501,178 |

ASSIGNMENT OF RIGHTS
(Subject to Concurrent Use)

THIS ASSIGNMENT OF RIGHTS (Subject to Concurrent Use) ("Assignment") is made and entered into as of this 23rd day of June, 1999 ("Effective Date"), by and between Edison Brothers Stores, Inc., a Delaware corporation ("Assignor"), and Weiss and Neuman Shoe Co., a Missouri corporation ("Assignee").

RECITALS

- A. Assignor and Assignee are parties to an Asset Purchase Agreement, dated May 19, 1999 (as amended, the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets, properties and rights pertaining to the business of Assignor.
- B. Assignor is the owner of the right, title and interest in and to the trademarks, service marks, trade names and copyrights, and in each instance owns the registrations and applications for registration thereof, as identified and set forth on Schedule A attached hereto (the "Marks").
- C. In furtherance of the transactions contemplated by the Asset Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign all 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 Novus, Inc. (the Concurrent Use Agreement").

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, subject to the Concurrent Use Agreement, Assignor's entire right, title and interest in and to the Marks, whether statutory or at common law, together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications for registration thereof, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives.

Assignor authorizes and requests the Commission of Patents and Trademarks to record Assignee as assignee and owner of the Marks, and applications and registrations therefor, in the United States, but excepting the Commonwealth of Puerto Rico.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of

attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional protection for the Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) the implementation and perfection of this Assignment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed on its behalf as of the Effective Date.

"Assignor"

Edison Brothers Stores, Inc.

By: 

Printed Name: Alan A. Sechs

Title: Senior Vice President

"Assignee"

Weiss and Neuman Shoe Co.

By: 

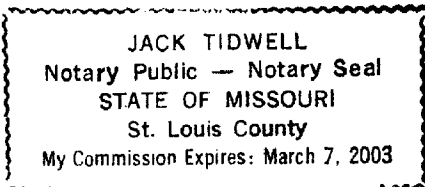
Printed Name: Peter Edison

Title: President

STATE OF MISSOURI)
) SS:
CITY OF ST. LOUIS)

On this 28th day of June, 1999, before me appeared ALAN A. SACHS, to me known, who, being by me duly sworn, did say that he executed the foregoing Assignment on behalf of Edison Brothers Stores, Inc.. and acknowledged said Assignment to be his free act and deed and the free act and deed of Edison Brothers Stores, Inc., for the purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

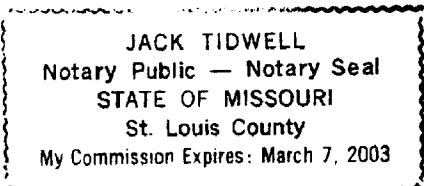


[Signature]
Notary Public

STATE OF MISSOURI)
) SS:
CITY OF ST. LOUIS)

On this 23rd day of June, 1999, before me appeared Peter Edison, to me known, who, being by me duly sworn, did say that he executed the foregoing Assignment on behalf of Weiss and Neuman Shoe Co., and acknowledged said Assignment to be his free act and deed and the free act and deed of Weiss and Neuman Shoe Co., for the purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



[Signature]
Notary Public

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 |
| COSMIC'S | 25 | 2,070,006 | 6/10/97 |
| COSMIC'S & 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 |
| PIATTO (Stylized) | 25 | 1,718,324 | 9/22/92 |
| PRF VIA & 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 |

**COPYRIGHTS REGISTERED IN U.S. COPYRIGHT
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

Mark

| <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

| <u>Mark</u> | <u>Goods/sService</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> |
|-------------------------|-----------------------|
| Dyeables | Shoes, purses |
| Town & Country & Design | Shoes |