

03-15-2000



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

101289409

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

FEB 11 2000

2/11/00

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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
02032000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **Intershoe, Inc.**

02032000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization **New York**

Receiving Party

Mark if additional names of receiving parties attached

Name **Image Footwear, Ltd.**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **350 Fifth Avenue**

Address (line 2) **Suite 1314**

Address (line 3) **New York**

City

NY

State/Country

10118

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization **New York**

03/14/2000 DNGUYEN 00000041 75159696

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 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: 002033 FRAME: 0680

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)

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.

Scott Markowitz, Attorney

Name of Person Signing



Signature

2/4/2000

Date Signed

SCHEDULE "B"

UNITED STATES OF AMERICA

A S S I G N M E N T

(Trademark - Application)

WHEREAS, Intershoe, Inc., a corporation organized and existing under the laws of the State of New York with an address at 57 Seaview Boulevard, Port Washington, New York 11050, (hereinafter called the "ASSIGNOR") has adopted and uses GLACEE, which is pending registration, inter alia, in the United States Patent and Trademark Office, Serial No. 75-159,696 dated September 3, 1996 (the "Trademark"); and

WHEREAS, Image Footwear, Ltd., a corporation organized and existing under the laws of the State of New York, with an address at 350 Fifth Avenue, Suite 1314, New York, New York 10118, (hereinafter called the "ASSIGNEE") is desirous of acquiring all of Assignor's right, title and interest in and to the aforesaid Trademark and pending registration thereof, and the goodwill of the business or part thereof connected with and symbolized by the said Trademark; and

WHEREAS, Assignor is the sole and undivided owner of all right, title and interest in and to the Trademark, the pending federal registrations therefor, and the goodwill developed through the use of the Trademark; and

WHEREAS, Assignor and Assignee have entered into, as of the date hereof, a certain Trademark Purchase and Sale Agreement (the "Agreement") with respect to the Trademark (as better defined in said Agreement);

NOW, THEREFORE, for good and valuable consideration, including but not limited to the Agreement, the receipt and sufficiency of which is hereby acknowledged by the parties;

(a) ASSIGNOR by these presents does sell, assign and transfer onto the said ASSIGNEE, its successors and assigns, all right, title and interest in and to the said Trademark, together with any and all goodwill symbolized by said Trademark and of the business connected with the use of and symbolized by said Trademark and any part thereof; and any income, royalties, damages and payments now or hereafter due or payable in respect thereto; and any and all causes of action, either in law or in equity, for past, present, or future, without limitation, corresponding to the foregoing throughout the United States, its Territories and Commonwealths.

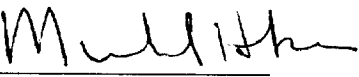
(b) This assignment shall be deemed to be effective as of the date hereof.

(c.) Assignor hereby agrees to promptly execute all papers and to perform such other reasonable acts as Assignee or its successors or assigns may deem reasonably necessary

to secure to Assignee, its successors or assigns, the rights hereby transferred. The acts to be performed include, but are not limited to, the execution of assignments in recordable form in each jurisdiction in which a trademark registration or application may be issued or pending, signing all lawful papers, making rightful oaths, testifying as to facts relating to any of the property or rights transferred hereby in any legal proceeding, and generally doing everything necessary, proper or desirable to protect the rights of the Assignee, its successors and assigns in and to the property transferred hereby, and to fulfill the purposes of this assignment agreement.

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto executed this instrument on this 3rd day of February, 2000.

INTERSHOE, INC.
Assignor

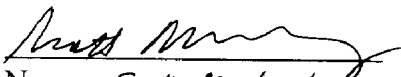
By:  CFO
Name: MICHAEL HOKE
Title: CHIEF FINANCIAL OFFICER

On the 3rd day of February, 2000 before me, Brett Rabbach, personally appeared Michael Hoke to me known, who being by me duly sworn, did depose and say that he has an address at 650 North 2nd St, Lykens, PA 17048, that he is the CFO of Intershoe, Inc., the corporation described in and which executed the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.



IMAGE FOOTWEAR, LTD.
Assignee

BRETT RABBACH
Notary Public, State of New York
02RA5010043
Qualified in Nassau County 3/22/01
Commission Expires _____

By: 
Name: Scott Markowitz
Title: Atty in fact for TU Corp.

SCHEDULE "B"

UNITED STATES OF AMERICA

A S S I G N M E N T

(Trademark)

WHEREAS, Intershoe, Inc., a corporation organized and existing under the laws of the State of New York with an address at 57 Seaview Boulevard, Port Washington, New York 11050, (hereinafter called the "ASSIGNOR") has adopted and uses GLACEE, which is registered, inter alia, in the United States Patent and Trademark Office, Registration No. 1,394,148 dated May 20, 1986 (the "Trademark"); and

WHEREAS, Image Footwear, Ltd., a corporation organized and existing under the laws of the State of New York, with an address at 350 Fifth Avenue, Suite 1314, New York, New York 10118, (hereinafter called the "ASSIGNEE") is desirous of acquiring all of Assignor's right, title and interest in and to the aforesaid Trademark and registration thereof, and the goodwill of the business or part thereof connected with and symbolized by the said Trademark; and

WHEREAS, Assignor is the sole and undivided owner of all right, title and interest in and to the Trademark, the federal registrations therefor, and the goodwill developed through the use of the Trademark; and

WHEREAS, Assignor and Assignee have entered into, as of the date hereof, a certain Trademark Purchase and Sale Agreement (the "Agreement") with respect to the Trademark (as better defined in said Agreement);

NOW, THEREFORE, for good and valuable consideration, including but not limited to the Agreement, the receipt and sufficiency of which is hereby acknowledged by the parties;

(a) ASSIGNOR by these presents does sell, assign and transfer onto the said ASSIGNEE, its successors and assigns, all right, title and interest in and to the said Trademark, together with any and all goodwill symbolized by said Trademark and of the business connected with the use of and symbolized by said Trademark and any part thereof; and any income, royalties, damages and payments now or hereafter due or payable in respect thereto; and any and all causes of action, either in law or in equity, for past, present, or future, without limitation, corresponding to the foregoing throughout the United States, its Territories and Commonwealths.

(b) This assignment shall be deemed to be effective as of the date hereof.

(c.) Assignor hereby agrees to promptly execute all papers and to perform such other reasonable acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee, its successors or assigns, the rights hereby transferred. The acts to be

performed include, but are not limited to, the execution of assignments in recordable form in each jurisdiction in which a trademark registration or application may be issued or pending, signing all lawful papers, making rightful oaths, testifying as to facts relating to any of the property or rights transferred hereby in any legal proceeding, and generally doing everything necessary, proper or desirable to protect the rights of the Assignee, its successors and assigns in and to the property transferred hereby, and to fulfill the purposes of this assignment agreement.

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto executed this instrument on this 3rd day of February, 2000.

INTERSHOE, INC.
Assignor

By: Michael Hoke CFO
Name: MICHAEL HOKE
Title: CHIEF FINANCIAL OFFICER

On the 3rd day of February, 2000 before me, Brett Rabbach, personally appeared Michael Hoke to me known, who being by me duly sworn, did depose and say that he has an address at 650 North 2nd St, Lykens PA 17048, that he is the CFO of Intershoe, Inc., the corporation described in and which executed the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.




IMAGE FOOTWEAR, LTD.
Assignee

By: Scott Markowitz
Name: Scott Markowitz
Title: Atty in Fact for the Corp.

BRETT RABBACH
Notary Public, State of New York
02RA5010043
Qualified in Nassau County 3/22/01
Commission Expires _____

SCHEDULE "B"

UNITED STATES OF AMERICA

A S S I G N M E N T

(Trademark)

WHEREAS, Intershoe, Inc., a corporation organized and existing under the laws of the State of New York with an address at 57 Seaview Boulevard, Port Washington, New York 11050, (hereinafter called the "ASSIGNOR") has adopted and uses GLACEE, which is registered, inter alia, in the United States Patent and Trademark Office, Registration No. 1,559,095 dated October 3, 1989 (the "Trademark"); and

WHEREAS, Image Footwear, Ltd., a corporation organized and existing under the laws of the State of New York, with an address at 350 Fifth Avenue, Suite 1314, New York, New York 10118, (hereinafter called the "ASSIGNEE") is desirous of acquiring all of Assignor's right, title and interest in and to the aforesaid Trademark and registration thereof, and the goodwill of the business or part thereof connected with and symbolized by the said Trademark; and

WHEREAS, Assignor is the sole and undivided owner of all right, title and interest in and to the Trademark, the federal registrations therefor, and the goodwill developed through the use of the Trademark; and

WHEREAS, Assignor and Assignee have entered into, as of the date hereof, a certain Trademark Purchase and Sale Agreement (the "Agreement") with respect to the Trademark (as better defined in said Agreement);

NOW, THEREFORE, for good and valuable consideration, including but not limited to the Agreement, the receipt and sufficiency of which is hereby acknowledged by the parties;

(a) ASSIGNOR by these presents does sell, assign and transfer onto the said ASSIGNEE, its successors and assigns, all right, title and interest in and to the said Trademark, together with any and all goodwill symbolized by said Trademark and of the business connected with the use of and symbolized by said Trademark and any part thereof; and any income, royalties, damages and payments now or hereafter due or payable in respect thereto; and any and all causes of action, either in law or in equity, for past, present, or future, without limitation, corresponding to the foregoing throughout the United States, its Territories and Commonwealths.

(b) This assignment shall be deemed to be effective as of the date hereof.

(c.) Assignor hereby agrees to promptly execute all papers and to perform such other reasonable acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee, its successors or assigns, the rights hereby transferred. The acts to be

performed include, but are not limited to, the execution of assignments in recordable form in each jurisdiction in which a trademark registration or application may be issued or pending, signing all lawful papers, making rightful oaths, testifying as to facts relating to any of the property or rights transferred hereby in any legal proceeding, and generally doing everything necessary, proper or desirable to protect the rights of the Assignee, its successors and assigns in and to the property transferred hereby, and to fulfill the purposes of this assignment agreement.

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto executed this instrument on this 3rd day of February, 2000.

INTERSHOE, INC.
Assignor

By: Michael Hoke CFO
Name: Michael Hoke
Title: Chief Financial Officer

On the 3rd day of February, 2000 before me, Brett Rabbach, personally appeared Michael Hoke to me known, who being by me duly sworn, did depose and say that he has an address at 650 North 2nd St., Lykens, PA 17048, that he is the CFO of Intershoe, Inc., the corporation described in and which executed the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

IMAGE FOOTWEAR, LTD.
Assignee

Brett Rabbach

By: Scott Markowitz
Name: Scott Markowitz
Title: Atty in Fact for the Corp.

BRETT RABBACH
Notary Public, State of New York
02BA00000000
Qualified to Perform
Commission Expires 3/22/01