

4200

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

05-12-2000

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101353507

To the Commissioner of Patents and Trademarks : Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Shoe Corporation of America, Inc.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: February 29, 2000

2. Name and address of receiving party(ies)

Name: **Morse Shoe, Inc.**  
Internal Address:  
Street Address: **555 Turnpike Street**  
**Canton, Massachusetts 02021**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Delaware** \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

REC'D APR 21 PM 12:15  
OPR/FINANCE

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

A. Trademark Application No.(s)  
74/578558

B. Trademark Registration No.(s)  
996,507

Additional numbers attached?  Yes  No

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

Name: **Douglas R. Wolf**  
Address: **WOLF, GREENFIELD & SACKS, P.C.**  
**Federal Reserve Plaza**  
**600 Atlantic Avenue**  
**Boston, MA 02210**

6. Total number of applications and registrations involved:..... **[ 18 ]**

7. Total fee (37 CFR 3.41).....\$ 465.00  
 Enclosed

Authorized to be charged to deposit account  
The Commissioner is authorized to charge:

Deposit Account No: 23/2825

DO NOT USE 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.

05/11/2000 DNGUYEN 00000053 74578558

01 FO:481                      40.00 OP  
02 FO:482                      425.00 OP

Douglas R. Wolf  
Name of Person Signing

April 18, 2000  
Date

Total number of pages including cover sheet, attachments, and document: **[ 8 ]**

Mail documents to be recorded with required cover sheet information to:  
Box Assignment, Commissioner of Patents and Trademarks, Washington, DC 20231

## RECORDATION FORM COVER SHEET (Cont'd)

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

B. Trademark Registration No.(s)

1,635,544  
1,182,260  
1,960,903  
1,978,914  
2,070,079  
1,997,363  
1,987,622  
689,562  
1,463,676  
682,597  
1,853,148  
1,004,023  
1,336,854  
616,598  
1,089,773  
717,219

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 29<sup>th</sup> day of February, 2000 (the "Effective Date") by and between Shoe Corporation of America, Inc., SCOA License, Inc., and SCOA Leasing Corporation (together, "Assignors"), debtors and debtors-in-possession under Chapter 11 Case No 99-55400, et seq. (CMC), jointly administered in the United States Bankruptcy Court for the Southern District of Ohio (Eastern Division), and Morse Shoe Inc., a corporation organized under the laws of the State of Delaware (the "Assignee"), as a Permitted Designee of J. Baker, Inc. ("J. Baker"), a corporation organized under the laws of the Commonwealth of Massachusetts, under the Asset Purchase Agreement, as hereinafter defined. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Asset Purchase Agreement

WHEREAS, Assignors, as Sellers, and J. Baker, as Purchaser, are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of February 11, 2000, pursuant to which Assignors have agreed to, among other things, sell and Assignee has agreed to, among other things, purchase the trademarks, trademark applications and the trademark registrations identified and set forth in schedule "A" annexed hereto and the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, as of the Effective Date, Assignors will own all right, title and interest in and to the Marks and have full rights to assign all of their interests therein, and have not executed and will not execute any agreement or other instrument in conflict herewith; and

WHEREAS, Assignee wishes to acquire all of Assignors' right, title and interest in and to the Marks.

NOW, THEREFORE, the parties hereby agree as follows:

1. Transfer of the Marks. For good and valuable consideration, the receipt of which is acknowledged, each of the Assignors hereby sells, assigns, transfers, conveys and delivers to Assignee, and its permitted successors or assigns forever, all of such Assignor's right, title and interest in and to the Marks owned by it, and all registrations therefor, in the United States, its territories and possessions, to have and to hold the Marks hereby sold, assigned, transferred, conveyed and delivered to Assignee, its permitted successors or assigns, for its own use and benefit forever, which assignment shall be free and clear of any liens and encumbrances.

2. Further Assurances. Subject to the provisions of Section 3.6 of the Asset Purchase Agreement, Assignors shall, from time to time after the delivery of this Assignment, at the request of Assignee and without further consideration, take all steps reasonably necessary to put Assignee, or its permitted successors or assigns, in actual possession and physical control of the Marks, and shall execute and return such other instruments of conveyance and transfer, consents, bills of sale, assignments, releases and assurances, and take such action as Assignee may reasonably require to more effectively transfer the Marks.

3. Assignments. Assignors will execute all assignments and other instruments required to either effectuate or record the transfers and assignments of the Marks. Assignee will be responsible for preparing and filing all such instruments.

4. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 11.3 of the Asset Purchase Agreement.

5. Severability. If any provision of this Assignment or the application of any

such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.


6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Ohio, or the laws of such other jurisdiction as may be provided for in the Asset Purchase Agreement, excluding any choice-of-law provisions thereof.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.


IN WITNESS WHEREOF, the undersigned have executed this Assignment as of this 20<sup>th</sup> day of February, 2000.

Assignors

SHOE CORPORATION OF AMERICA, INC.  
Debtor and Debtor-in-Possession

By:   
Name: Dennis B. Fishkoff  
Title: Chairman

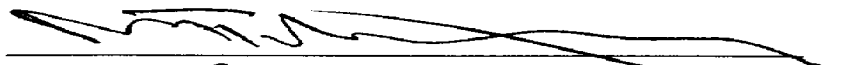
SCOA LICENSE, INC.  
Debtor and Debtor-in-Possession

By:   
Name: Dennis B. Fishkoff  
Title: President

[signatures continued on next page]

**SCOA LEASING CORPORATION**  
**Debtor and Debtor-in-Possession**

By:

  
Name: Dennis B. Tish Kuff  
Title: President

Assignee:

**MORSE SHOE, INC.**  
**As Permitted Designee/Assignee**

By:


\_\_\_\_\_  
Name: Michael A. O'Hara  
Its: First Senior Vice President of Corporate  
Affairs and General Affairs

**SCOA LEASING CORPORATION**  
**Debtor and Debtor-in-Possession**

By: \_\_\_\_\_  
Name:  
Title:

Assignee:

**MORSE SHOE, INC.**  
**As Permitted Designee/Assignee**

By:  \_\_\_\_\_  
Name: Michael A. O'Hara  
Its: First Senior Vice President of Corporate  
Affairs and General Affairs  
*+ Secretary*

SHOE CORPORATION OF AMERICA, INC.  
 U.S. Trademark Applications and Registrations as of 12-01-99

Serial No.	Trademark	Serial No.	Registration No.	Registration Date	Registration Date
1	AMERIKIDS (Stylized)	72-451446	0986507	10/22/74	10/22/04
2	AMERICAN WOMAN	73-650168	1635544	2/19/91	2/19/01
3	BIG THUNDER	73-265969	1182260	12/15/81	12/15/01
4	BROOK HOLLOW	74-506151	1960903	03/05/95	03/05/06
5	CANDID STATEMENTS	74-578559	1978914	06/04/96	06/04/06
6	CITY CONNECTION	75-180849	2070079	06/10/97	06/10/07
7	EXECUTIVE CLASSICS	74-504444	1997363	08/27/96	08/27/06
8	GRAPHITES	74-578558			Pending Application has been suspended
9	HARTWOOD	74-578560	1967622	07/16/96	07/16/06
10	IMAGINATION	72-072910	0689662	12/08/59	12/08/99
11	JONATHAN BLACK	73-650187	1483876	11/03/87	11/03/07
12	LAZY PALS	71-576834	0682597	07/28/59	07/28/99
13	NICOLE RENEE	74-306097	1853148	09/06/94	09/06/04
14	ROSELLINI	72-457548	1004023	02/04/75	02/04/05
15	SANDRA MILLER	73-503118	1336854	05/21/85	05/21/05
16	SIESTA (Stylized)	71-679696	0616598	11/22/55	11/22/05
17	SUNSEEKERS & Design	73-132649	1089773	04/18/78	04/18/08
18	THE INSIDE STORY SHOE by ROBERT	72-102512	0717219	06/20/61	06/20/01