

05-30-2000

S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101369095

8-2000

U.S. Patent and Trademark Office/TM Mail Report Dt. #54

### 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

#### 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)

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

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

02/28/2000 DNGUYEN 00000046 627904

FOR OFFICE USE ONLY

01 FC:481	40.00 OP
02 FC:482	200.00 OP
03 FC:998	10.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box 500, Washington, D.C. 20231

TRADEMARK

REEL: 002080 FRAME: 0049

05/30/2000  
DNGUYEN 00000046  
01 FC:481  
02 FC:482  
03 FC:630

**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"/>	<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="627,904"/>	<input type="text" value="1,035,387"/>	<input type="text" value="1,715,920"/>
<input type="text" value="0633680"/>	<input type="text" value="1,269,359"/>	<input type="text" value="1,991,861"/>
<input type="text" value="968,690"/>	<input type="text" value="1,421,986"/>	<input type="text" value="2,051,625"/>
		<input type="text" value="2,061,769"/>

**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.

Anne Davies Newman

*Anne Davies Newman*

2/8/00

Name of Person Signing

Signature

Date Signed

## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

**WHEREAS, L.B. EVANS' SON COMPANY LIMITED PARTNERSHIP**, a limited partnership organized and existing under the laws of the State of Massachusetts, having a place of business located at 14 Monument Square, Leominster, Massachusetts 01453 (the "*Assignor*"), has adopted and used and is using the trademarks and service marks registered and unregistered (the "*Marks*") identified on the *Annex* attached hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such *Annex* and of the foreign registrations of such marks also identified on such *Annex*; and

**WHEREAS, DANIEL GREEN COMPANY**, a corporation organized and existing under the laws of the State of Massachusetts, having a place of business located at One Main Street, Dolgeville, New York 13329 (the "*Assignee*"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

**WHEREAS**, Assignor, pursuant to the Acquisition Agreement with Assignee dated January 11, 2000, ("Acquisition Agreement") has agreed to assign such interest as it may have in the trademarks set forth on the *Annex* attached hereto to Assignee;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks below.

This Assignment of Trademarks and Service Marks shall be governed by and construed in accordance with the internal laws of the State of New York (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where appropriate, applicable federal law.

This Assignment of Trademarks and Service Marks, the Annex hereto, the Acquisition Agreement, and the other agreements or instruments required to be executed in connection therewith, together constitute the entire agreement and understanding between the parties and there are no agreements or commitments with respect to the transactions contemplated herein except as set forth in those documents.

Any term or provision of this Assignment of Trademarks and Service Marks may be amended only by a writing signed by Assignor and Assignee. The observance of any term or

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**TRADEMARK**  
**REEL: 002080 FRAME: 0051**

provision of this Assignment of Trademarks and Service Marks may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment of Trademarks and Service Marks will be deemed to constitute a waiver of any other breach or any succeeding breach.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this Assignment, as an instrument under seal, on this 3<sup>rd</sup> day of February, 2000.

**L.B. EVANS' SON COMPANY  
LIMITED PARTNERSHIP**

By: **KA-1 CORP., General Partner**

By: \_\_\_\_\_

Name: Joseph Balducci

Title: Vice President and Assistant Clerk

STATE OF NEW YORK     )  
COUNTY OF MONROE    ) ss:

On the 3<sup>rd</sup> day of February in the year 2000 before me, the undersigned, a Notary Public in and for said state, personally appeared **Joseph Balducci** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**GREGORY W. GRIBBEN**  
Notary Public, State of New York  
No. 02GR5074413  
Qualified in Monroe County  
Expires March 17 2001

\_\_\_\_\_  
Notary Public

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the 3<sup>rd</sup> day of February, 2000.

**DANIEL GREEN COMPANY**

By: \_\_\_\_\_

Name: James Riedman

Title: Chairman and CEO

ANNEX

<u>Mark</u>	<u>(U.S.) Registration No.</u>
Evans	627,904
Evans (and Design)	0633680
Hide-Aways	968,690
Baronet	1,035,387
American Country & Design	1,269,359
American Country	1,421,986
L.B. Evans Since 1804	1,715,920
Baby Evans	1,991,861
Stroller	2,051,625
Lady Evans	2,061,769
L.B. Evans Slipper-Clad* Feet Design	Unregistered
L.B. Evans 1804 Encircled in* Wreath Design	Unregistered

\*See specimens attached.

<u>Mark</u>	<u>(Foreign) Registration No.</u>
L.B. Evans (and Design)	(New Zealand) 63345
L.B. Evans	(Australia) A152,503
L.B. Evans Since 1804	(France) 94,509,076
L.B. Evans Since 1804	(Germany) 2,086,159
L.B. Evans Since 1804	(Italy) 0069055
L.B. Evans	(Japan) 4,140,980
L.B. Evans Since 1804	(Benelux) 557,702



