



101453283

Tab settings

To the Honorable Commissioner of Patents and Trademarks. Please include the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Fleet Capital Corporation**  
f/k/a Shawmut Capital Corporation  
5950 Sherry Lane, Suite 300  
Dallas, Texas 75225

07-24-2000

and address of receiving party(ies):

**Slaughter Brothers Shoes, Inc.**

U.S. Patent & TMO/TM Mail RptDt. #64

Address:

- Individual(s)
- General Partnership
- Corporation-State **Texas**
- Other

- Association
- Limited Partnership

Street Address: **4329 Cobblers Lane**

City: **Dallas** State: **TX** ZIP: **75287**

Additional names(s) of conveying party(ies)  Yes  No

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Texas**
- Other

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
 (Designations must be a separate document from  
 Additional name(s) & address(es)  Yes  N

Execution Date: **July 10, 2000**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**427,711      807,438**  
**640,739      841,684**  
**715,133**

Additional numbers  Yes  No

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

Name: **Gail McDonald**

Internal Address:

Street Address: **Winstead Sechrest & Minick P.C.**

**910 Travis Street, Suite 2400**

City: **Houston** State: **TX** ZIP: **77002**

6. Total number of applications and registrations involved:.....

**5**

7. Total fee (37 CFR 3.41):.....\$ **\$200.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

1/2000 NTHA11 00000001 427711

DO NOT USE THIS SPACE

C:481 40.00 OP  
S:482 100.00 OP

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.

**Thomas L. Warden**

Name of Person Signing

Signature

**July 21, 2000**

Date

Total number of pages including cover sheet, attachments, and

07/11/2000 NTHA11 0000097615

CHECK Refund Total: \$60.00

**4**

## TRADEMARK ASSIGNMENT AND RELEASE

This Trademark Assignment and Release (hereinafter the "Assignment") is entered into effective as of the 27<sup>th</sup> day of July, 2000, by and between Fleet Capital Corporation, formerly known as Shawmut Capital Corporation, a Connecticut corporation (hereinafter "Assignor"), and Slaughter Brothers Shoes, Inc., a Texas corporation (hereinafter "Assignee").

### W I T N E S S E T H:

WHEREAS Assignor was formerly known as Shawmut Capital Corporation, Assignor having duly changed its corporate name in accordance with the laws applicable in the jurisdiction of its incorporation and existence; and

WHEREAS, Assignor acquired a security interest in and to certain general intangible assets comprising one or more of the trademarks identified in the attached Exhibit A, incorporated herein for all purposes (hereinafter the "Marks"), from Barclays Business Credit, Inc.; and

WHEREAS, Assignor desires to transfer to Assignee all of Assignor's right, title, and interest in and to the Marks and to release its security interest in the Marks and related assets, under the terms and conditions of this Assignment; and

WHEREAS, Assignee desires to acquire from Assignor all Assignor's right, title, and interest in and to the Marks and a release of the pledged assets, under the terms and conditions of this Assignment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment, including the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant, stipulate, and agree as follows:

### **ASSIGNMENT**

Assignor hereby sells, assigns, and transfers to Assignee, all Assignor's worldwide right, title, and interest in and to the Marks, together with all goodwill pertaining thereto, and all associated rights to sue and recover damages, whether past or prospective, for any violation or infringement thereof.

Assignor does further release, remise and acquit any and all security interests, liens, claims and rights of Assignor, under that certain Trademark Security Agreement dated December 22, 1992, granted by Osage Footwear, Inc., in any of the Marks, together with any and all trademark registrations, trademark applications, and trademark licenses (together with any reissues, continuations or extensions thereof) with respect to the Marks, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark, and all products and proceeds of the foregoing, including any claim against third parties for past, present or future infringement or dilution of any Mark or injury to the goodwill associated with any Mark.



STATE OF ~~TEXAS~~ GEORGIA )  
 )  
COUNTY OF FORSYTH )

Before me, the undersigned Notary Public, on this day personally appeared David Slaughter, known to me to be the President of Slaughter Brothers Shoes, Inc., and who acknowledged to me that he executed the foregoing instrument for the purposes and consideration expressed therein, as the act and deed of said corporation.

GIVEN under my hand and seal of office on this 12 day of JULY, 2000.

[Seal]



[typed or printed name] JOHN R. NENT

Notary Public in and for the State of ~~Texas~~ GEORGIA  
My Commission expires \_\_\_\_\_

**Notary Public, Forsyth County, Georgia  
My Commission Expires August 14, 2002**

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1121:23535-3

Unregistered Names/Marks  
Bernardo II  
Bernardo Too

Exhibit A

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Goods</u>
Bernardo Sandals	427,711	USA	Leather and Fabric Sandals
Bernardo	640,739	USA	Men's, Women's and Children's Sandals
Bernardo, Jr.	618,686	USA	Men's Women's and Children's Sandals
Bernardo	715,133	USA	Men's Women's and Children's Sandals and Women's Boots and Shoes
Bernardo (Handbags)	807,438	USA	Handbags
Bernardo (Stockings)	841,684	USA	Stockings for Thong Sandals
Bernardo	116,586	Canada	
Bernardo	37212	Dominican Republic	
Bernardo	1,100,007	France	
Bernardo	802,922	Germany	
Bernardo	32,977	Israel	
Bernardo Sandals	146,538	Italy	
Bernardo	146,539	Italy	
Bernardo	80,914	Norway	
Bernardo	455,761	Spain	
Bernardo	133,404	Sweden	

Unregistered Names/Marks

Bernardo II  
Bernardo Too