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09-12-2000

Docket No.:
23535-3

07-27-2000



U.S. Patent & TMO/TM Mail Rpt Dt. #57

101453905

U.S. Patent & Trademark Office Commissioner of Patents and Trademarks

See instructions on the attached original documents or copy thereof.

1. Name of conveying party(ies):
Slaughter Brothers Shoes, Inc.
6116 Luther Lane
Dallas, Texas 75225

M/KO 7.27.00

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

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

2. Name and address of receiving party(ies):

Name: Dennis Comeau
Internal Address: _____
Street Address: 331 West 57th Street, #323
City: New York State: NY ZIP: 10019

Individual(s) citizenship United States
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 7, 2000

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

A. Trademark Application No.(s)
Additional numbers Yes No

B. Trademark Registration No.(s)

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

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:
23-2426

DO NOT USE THIS SPACE

09/12/2000 HTHAI1 00000006 427711

01 FC:481 40.00 OP
02 FC: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 *[Signature]*
Name of Person Signing Signature

July 27, 2000
Date

Total number of pages including cover sheet, attachments, and _____

Refund Ref: 09/12/2000 HTHAI1 0000097668 \$60.00
BSECA Refund Total: _____

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter the "Assignment") is entered into this 7th day of July, 2000, by Slaughter Brothers Shoes, Inc., a Texas corporation (hereinafter "Assignor"), for the benefit of Dennis Comeau, a resident of New York, N.Y. (hereinafter "Assignee").

WITNESSETH

WHEREAS, pursuant to that certain Selected Assets Purchase Agreement between the parties hereto, dated July __, 2000 (hereinafter the "Purchase Agreement"), Assignor desires to transfer to Assignee all right, title, and interest in and to certain trademarks and associated rights as set forth herein and in attached Exhibit A, incorporated herein for all purposes (hereinafter the "Marks"), under the terms and conditions of this Assignment; and

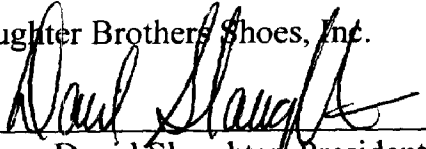
WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire from Assignor all right, title, and interest in and to the Marks, under the terms and conditions of this Assignment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment and the Purchase Agreement, 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, his heirs, personal representatives and assigns, the entire right, title, and interest in and to the Marks, and all associated worldwide trademarks rights, including all rights arising under foreign and domestic (whether state or federal) trademark and unfair competition laws, 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.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the date and year first above written and for the purposes stated herein.

Slaughter Brothers Shoes, Inc.
By: 
David Slaughter, President

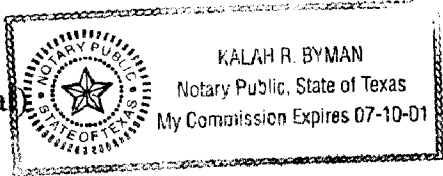
Acknowledgment

State of Texas

County of Dallas ss.

On this date before the undersigned, a Notary Public, personally appeared David Slaughter, President of Slaughter Brothers Shoes, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the foregoing Assignment on behalf of said corporation as the act and deed of said corporation for the consideration therein expressed.

In witness whereof, I hereunto set my hand and official seal.



Kalah Byman
Notary Public in and for
the State of Texas

My commission expires:

7-10-01

Dated 7-7-00

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Exhibit A

<u>Mark</u>	<u>Registration No.</u>	<u>County</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	
Bernardo	Pending Application 75/233,252	USA	

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