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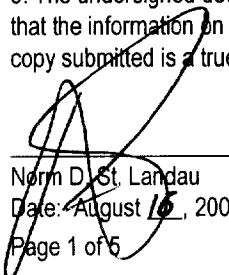
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<p>1. NAME OF CONVEYING PARTY:</p> <p>AMI &amp; ASSOCIATES, INC. A Maryland corporation</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>THE ALDO GROUP INC./LE GROUPE ALDO INC. A Canadian corporation 905 Hodge Street Ville St. Laurent, Quebec, Canada H4N 2B3</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment  <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p> <p>3A. EXECUTION DATE: <b>March 13, 1997</b>  3B. EFFECTIVE DATE: <b>March 13, 1997</b></p>	<p>2A. ASSIGNEE A FOREIGN ENTITY: Yes: <input checked="" type="checkbox"/> No:</p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED: Yes: <input checked="" type="checkbox"/> No:</p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p><b>Ser. No. 75/023,146 – ALDO SHOES</b></p> <p>Additional numbers attached? <b>NO</b></p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>Additional numbers attached?</p>
<p>Norm D. St. Landau, Esq. Drinker, Biddle &amp; Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209</p>	
<p>6. TOTAL NUMBER OF TITLES: 1</p> <p>7. TOTAL FEE: \$40.00 - Check Enclosed</p> <p>8. CHARGE ADDITIONAL FEES TO: DEPOSIT ACCOUNT NO. 50-0573</p> <p>09/15/2000 MTHAI1 00000461 75023146 01 FC:481 Our Ref: 30973.902/107006 40.00 00</p>	<p>9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p></p> <p>Norm D. St. Landau Date: August 16, 2000 Page 1 of 5</p>

I hereby certify that the foregoing assignment was deposited with the U.S. Postal Services, by First Class Mail, postage prepaid, addressed to Box: Assignments/Fee, The Honorable Commissioner of Trademarks, U.S. Patent and Trademark Office, 2900 Crystal Drive, Arlington, VA 22202-3513, this 16th day of August, 2000.



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TRADEMARK  
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

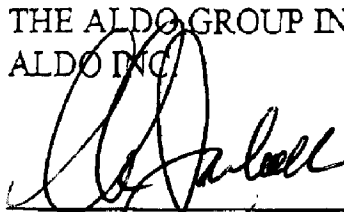
Applicant : The Aldo Group Inc./Le Groupe Aldo Inc. :  
Assignee of AMI & Associates, Inc.  
Serial No. : 75/023,146 : Trademark Operations  
Filed : November 22, 1995 :  
Mark : ALDO SHOES :

DESIGNATION OF DOMESTIC REPRESENTATIVE

NORM D. ST. LANDAU, having an address c/o Drinker Biddle & Reath LLP, 1500 K Street, N.W., Suite 1100, Washington, D.C. 20005-1209, is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

THE ALDO GROUP INC./LE GROUPE  
ALDO INC.

By:



Title:



Date: June 2, 2000

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") made this 13<sup>th</sup> day of March 1997 by AMI & Associates, Inc., a Maryland corporation, having its chief executive office 701 Russell Avenue, Lake Forest Mall, Gaithersburg, Maryland (hereinafter referred to as "Assignor") and THE ALDO GROUP INC./LE GROUP ALDO INC., a Canadian corporation, having an office at 905 Hodge Street, Ville St. Laurent, Quebec, Canada H4N 2B3 (hereinafter referred to as "Assignee"):

WITNESSETH:

WHEREAS, Assignor, Assignee and ALDO US Inc. are parties to that certain Agreement dated as of March \_\_, 1997, which Agreement provides, inter alia, for the sale by Assignor to Assignee and the purchase by Assignee from Assignor of all of Assignor's right, title and interest in, to and under the trademarks, service mark and trade name "Aldo's" and all variations and derivations thereof, and all applications and registrations incorporating "Aldo" in any form, including, but not limited to, those set forth in the attached Schedule A (the "Mark").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Agreement. The Agreement and the terms and provisions thereof is hereby incorporated herein in its entirety by this reference thereto.

2. Assignment of Mark. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee the entire right, title and interest in and to the Mark and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world and (e) the goodwill of Assignor's business connected with and symbolized by the Mark.

3. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

4. Cumulative Remedies; Effect on Agreement. All of Assignee's rights and remedies with respect to the Mark, whether established hereby or by the Agreement, or by any other

agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Agreement but rather is intended to facilitate the assignment of the Mark to the Assignee.

5. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York and the United States of America.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first above written.

Attested

AMI & Associates, Inc.

Jungm  
Secretary

By: [Signature]  
Title: President

Attested

THE ALDO GROUP INC./LE GROUPE ALDO INC.

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

~~DISTRICT OF COLUMBIA~~ ) SS.  
Virginia

On this 15<sup>th</sup> day of March, 1997, before me, a Notary Public, personally appeared Won Yu, to me known to be the person described in and who executed the foregoing Trademark Assignment on behalf of AMI & Associates, Inc., a Maryland corporation, and acknowledged that he executed the same by authorization of the Board of Directors of AMI & Associates, Inc. and he acknowledged the instrument to be the free act and deed of AMI & Associates, Inc.

[SEAL]

[Signature]  
Notary Public

Commission Expires:  
9/30/99

**SCHEDULE A**

Maryland Trade Name Registration Number 378954 filed July 13, 1995

Trademark Application Serial Number 75/023146 dated November 22,  
1995