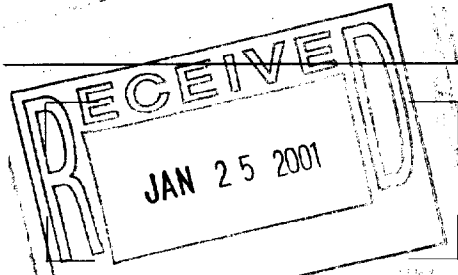


01-31-2001



101601315



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

10501

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  
10 12 00

Conveying Party

Mark if additional names of conveying parties attached

Name Joan and David Helpern Incorporated

Execution Date  
Month Day Year  
10 16 00

Formerly \_\_\_\_\_

1951549

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

Receiving Party

Mark if additional names of receiving parties attached

Name Maxwell Footwear of California, Inc.

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 101 Sprague Street

Address (line 2) \_\_\_\_\_

Address (line 3) Boston

City

MA

State/Country

02137

Zip Code

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

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

FOR OFFICE USE ONLY

01/31/2001 BTOM11 00000052 1951549

01 FC:401  
02 FC:402

40.00 OP  
200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 002225 FRAME: 0702

TRADEMARK

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

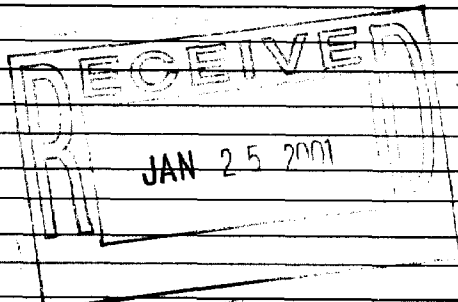
Name

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" value="1951549"/>	<input type="text" value="1508301"/>	<input type="text" value="1508302"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1567298"/>	<input type="text" value="1697635"/>	<input type="text" value="1263011"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1498122"/>	<input type="text" value="1325974"/>	<input type="text" value="2110986"/>

**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.

Douglas R. Wolf  
Name of Person Signing

Signature

Jan 23, 2001  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

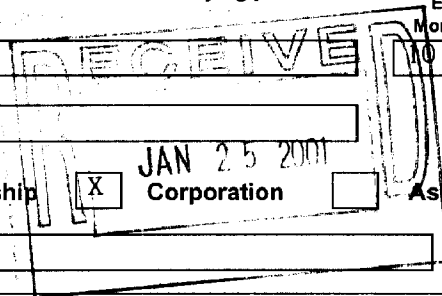
Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization



**Receiving Party**

Enter Additional 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)

City

State/Country

Zip Code

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, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**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)

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## GENERAL TRADEMARK ASSIGNMENT AGREEMENT

This agreement made as of this ~~16th~~ day of ~~October~~ 2000, between **JOAN AND DAVID HELPERN INCORPORATED**, a Massachusetts corporation, a debtor and debtor-in-possession, located at 4 West 58<sup>th</sup> Street, New York, New York 10019, United States of America, **JOAN HELPERN DESIGNS, INC.**, a Delaware corporation, located at 4 West 58<sup>th</sup> Street, New York, New York 10019, United States of America (hereinafter collectively called the ASSIGNOR) as the proprietor of trademark applications and registrations set forth on the attached Schedule A (hereinafter referred to as the "TRADEMARKS") and **MAXWELL FOOTWEAR OF CALIFORNIA INC.**, a California corporation, located at 101 Sprague Street, Boston, MA 02137, United States of America (hereinafter called the ASSIGNEE),

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

WHEREAS, ASSIGNOR and ASSIGNEE entered into an Asset Purchase Agreement dated ~~October 12~~, 2000, (hereinafter referred to as the "Asset Purchase Agreement");

WHEREAS, ASSIGNOR is the owner of the TRADEMARKS set forth on the attached Schedule A, and

WHEREAS, ASSIGNEE desires to acquire all right, title and interest in and to the TRADEMARKS together with the goodwill of the business with which the TRADEMARKS are used and which is symbolized by the TRADEMARKS;

NOW, THEREFORE, in consideration of the Asset Purchase Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR, by these presents, hereby sells, assigns, transfers and conveys unto the said ASSIGNEE, its successors and assigns, all of ASSIGNOR'S right, title and interest, including any and all common law rights, in and to the TRADEMARKS set forth on the attached Schedule A together with their corresponding registrations and applications and with the goodwill of the business of the ASSIGNOR connected with the use of, as well as symbolized by, the aforesaid TRADEMARKS, including the right to sue and prosecute prior infringements in court and administratively, the ASSIGNEE therefore having the right, from today on, to consider itself the sole owner of the TRADEMARKS, to use them as TRADEMARKS of its own or else to dispose of them as best suits its interest, without giving rise to any claim whatsoever in this respect on the part of the ASSIGNOR in any event or at any time.

2. The ASSIGNOR hereby agrees to execute specific confirmatory assignment and other supplementary documents (as may be required) in favor of the ASSIGNEE, for each of the countries in which there are TRADEMARKS recited in the attached Schedule A in order to effectuate recordal (at the Assignee's expense) of the assignment of the aforesaid TRADEMARKS on the Registers of the countries recited in the attached Schedule A.

3. ASSIGNOR, at the request of ASSIGNEE and at ASSIGNEE'S expense, further agrees to cooperate and assist ASSIGNEE in any legal requirements relating to the status, validity or enforceability of the TRADEMARKS, including providing ASSIGNEE with any information regarding use of the TRADEMARKS in connection with the prior manufacture, promotion, sale and advertising of any products bearing the TRADEMARKS.

4. Any and all representations and warranties made by ASSIGNOR to ASSIGNEE with respect to the TRADEMARKS are set forth in the Asset Purchase Agreement.

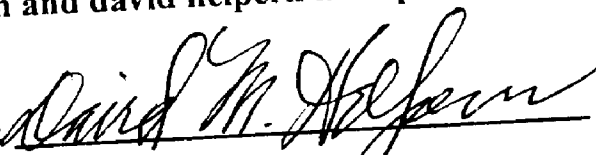

5. ASSIGNOR agrees to thereafter recognize ASSIGNEE'S sole and exclusive ownership, right, title and interest in and to the TRADEMARKS. The ASSIGNOR shall not directly and indirectly challenge the ownership by the ASSIGNEE of the TRADEMARKS in the jurisdictions set forth on Schedule A, not claim adversely to ASSIGNEE any right, title and interest in and to the TRADEMARKS and the ASSIGNOR agrees to furnish, upon the request of the ASSIGNEE, a written consent in support of any applications which may be filed by the ASSIGNEE.

6. This assignment shall extend to and be binding upon all successors, licensees and assigns of the parties hereto.

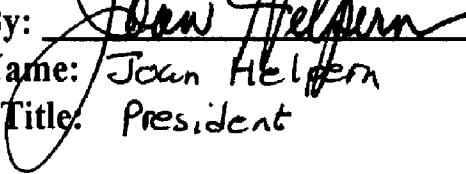
7. In the event of any conflict between the terms and conditions of this General Trademark Assignment Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement will control.

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto set its hand and affixed its corporate seal as of the day and year first above written.

joan and david helpern incorporated


By:   
Name:  
Title: President 

JOAN HELPERN DESIGNS, INC.

By:   
Name: Joan Helpern  
Title: President

IN WITNESS WHEREOF, the said ASSIGNEE has hereunto set its hand and affixed its corporate seal as of the day and year first above written.

MAXWELL FOOTWEAR OF CALIFORNIA  
INC.

By:   
Name: Steven Sousa  
Title: V.P.

(See over for Notarial Acknowledgment)

ASSIGNOR

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA |  
STATE OF *NEW YORK* | SS:  
COUNTY OF *NEW YORK* |

On this *16* day of *Oct* 2000, before me personally appeared

*DAVID HELPERN SR.* to me known, who, being by me duly sworn, did  
depose and say that he/she is the *CHAIRMAN* of the company

described in and which executed the foregoing instrument; that he/she knows the seal of said  
company; that the said seal affixed to said instrument is such corporate seal; that it was so  
affixed by order of the Board of Directors of said company and that he/she signed his/her  
name thereto by like order.

*Cecilia Celli*  
\_\_\_\_\_  
Notary Public

[Seal]

CECILIA CELLI  
Notary Public, State of New York  
No. 03-3597860  
Qualified in Putnam County  
Commission Expires June 30, 19*2001*

ASSIGNOR

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA ]  
STATE OF *NEW YORK* ] SS:  
COUNTY OF *NEW YORK* ]

On this *16* day of *Oct* 2000, before me personally appeared

*JOHN HELPERN* to me known, who, being by me duly sworn, did  
depose and say that he/she is the *PRESIDENT* of the company

described in and which executed the foregoing instrument; that he/she knows the seal of said  
company; that the said seal affixed to said instrument is such corporate seal; that it was so  
affixed by order of the Board of Directors of said company and that he/she signed his/her  
name thereto by like order.

*Cecilia Celli*  
Notary Public

[Seal]

CECILIA CELLI  
Notary Public, State of New York  
No. 03-3597860  
Qualified in Putnam County  
Commission Expires June 30, *19 2001*



CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA }  
STATE OF NEW YORK } SS:  
COUNTY OF NEW YORK }

On this 16 day of Oct 2000, before me personally appeared

STEVEN SOUSA to me known, who, being by me duly sworn, did

depose and say that he/she is the VICE PRESIDENT of the  
corporation described in and which executed the foregoing instrument; that he/she knows  
the seal of said corporation; that the said seal affixed to said instrument is such corporate  
seal; that it was so affixed by order of the Board of Directors of said corporation and that  
he/she signed his/her name thereto by like order.

*Cecilia Celli*

Notary Public

[Seal] CECILIA CELLI  
Notary Public, State of New York  
No. 03-389/860  
Qualified in Putnam County  
Commission Expires June 30, 2001

**ASSIGNEE**

**TRADEMARK  
REEL: 002225 FRAME: 0711**

**EXHIBIT A****Registrations/Applications - Joan Helpern Designs, Inc.**

(As of September 28, 2000)

<b>Country</b>	<b>Trademark</b>	<b>Registration / (App.) No.</b>
Austria	JOAN & DAVID	172083
Barbados	JOAN & DAVID	81/6278
Bermuda	JOAN & DAVID	B22009
Brazil	DAVID & JOAN	817911014
Brazil	JOAN & DAVID	815879679 (App.)
Brazil	JOAN & DAVID	817866582 (App.)
Brunei	DAVID & JOAN	23863
Brunei	JOAN & DAVID	23862
Canada	JOAN AND DAVID	362725
Canada	JOAN AND DAVID	302046
Canada	JOAN HELPERN SIGNATURE	464260
Taiwan (ROC)	JOAN & DAVID	747580
Taiwan (ROC)	JOAN & DAVID	765232
Taiwan (ROC)	JOAN & DAVID	88011581 (App.)
Taiwan (ROC)	JOAN AND DAVID	33022
Taiwan (ROC)	JOAN AND DAVID	420507
Taiwan (ROC)	JOAN HELPERN SIGNATURE	793043

Taiwan (ROC)	JOAN HELPERN SIGNATURE	768591
China (PRC)	JOAN & DAVID	636988
China (PRC)	JOAN & DAVID	1063579
China (PRC)	JOAN & DAVID	1118548
China (PRC)	JOAN HELPERN SIGNATURE	1076397
China (PRC)	JOAN HELPERN SIGNATURE	1058770
Colombia	JOAN & DAVID	169532
European Community	JOAN & DAVID	85357
France	JOAN & DAVID	93475859
France	JOAN AND DAVID	1647828
France	JOAN HELPERN SIGNATURE	94543743
Germany*	JOAN & DAVID	DD653440
Germany	JOAN AND DAVID	1033179
Hong Kong	JOAN & DAVID	788/1998
Hong Kong	JOAN & DAVID	596/1998
Hong Kong	JOAN AND DAVID	B57/1991
Hong Kong	JOAN HELPERN SIGNATURE	01830/1997
Hong Kong	JOAN HELPERN SIGNATURE	11309/1999
Indonesia	JOAN & DAVID	272433
Indonesia	JOAN HELPERN SIGNATURE	378658
Indonesia	JOAN HELPERN SIGNATURE	378659
Israel	JOAN & DAVID	95043

Italy	JOAN AND DAVID	393230
Japan	JOAN & DAVID	3230390
Japan	JOAN & DAVID	3287044
Japan	JOAN & DAVID	1691461
Japan	JOAN HELPERN SIGNATURE	3281448
Korea (South)*	JOAN & DAVID	232506
Korea (South)	JOAN & DAVID	27785
Korea (South)	JOAN AND DAVID	172099
Korea (South)	JOAN AND DAVID	179018
Kuwait	JOAN & DAVID	24640
Lebanon	DAVID & JOAN	none (App.)
Lebanon	JOAN & DAVID	none (App.)
Lebanon	JOAN & DAVID	none (App.)
Malaysia	JOAN & DAVID	7908/89
Malaysia	JOAN & DAVID	B7906/89
Malaysia	JOAN & DAVID	7907/89
Malaysia	JOAN HELPERN SIGNATURE	14334/96 (App.)
Malaysia	JOAN HELPERN SIGNATURE	3632/96 (App.)
Mexico*	JOAN & DAVID	444826
Panama	JOAN & DAVID	58366
Peru	JOAN & DAVID	30482
Philippines	JOAN & DAVID	62441

Philippines	JOAN & DAVID	63734
Portugal	JOAN & DAVID	295029
Portugal	JOAN & DAVID	295030
Puerto Rico	JOAN & DAVID	30133
Saudi Arabia	JOAN & DAVID	262/68
Saudi Arabia	JOAN & DAVID	339/66
Singapore	JOAN & DAVID	B629/90
Singapore	JOAN & DAVID	630/90
Singapore	JOAN & DAVID	2317/91
Singapore	JOAN AND DAVID	2602/88
Singapore	JOAN HELPERN SIGNATURE	10963/95 (App.)
Singapore	JOAN HELPERN SIGNATURE	10964/95 (App.)
Rep. of South Africa	JOAN & DAVID	8089/94
Spain*	JOAN & DAVID	1543734
Switzerland	JOAN AND DAVID	312075
Thailand*	JOAN & DAVID	205912/153696
Thailand	JOAN & DAVID	312652/KOR62749
Thailand	JOAN HELPERN SIGNATURE	312650/KOR66377
Thailand	JOAN HELPERN SIGNATURE	312651/KOR61806
Turkey	JOAN & DAVID	144376
United Arab Emirates	JOAN & DAVID	10469 (App.)
United Kingdom <sup>o</sup>	JD Device	2121006A

United Kingdom	JOAN & DAVID	2172855
United Kingdom	JOAN AND DAVID	B1152454
United Kingdom	JOAN AND DAVID	B1152455
United Kingdom	JOAN HELPERN SIGNATURE	1588017
United States	DAVID & JOAN	1951549
United States	DAVID AND JOAN	1508301
United States	DAVID AND JOAN Customs Deposit	1508301
United States	JD DEVICE	1567298
United States	JOAN & DAVID	1697635
United States	JOAN AND DAVID	1263011
United States	JOAN AND DAVID Customs Deposit	1263011
United States	JOAN AND DAVID	1498122
United States	JOAN AND DAVID TOO	1508302
United States	JOAN AND DAVID TOO Customs Deposit	1508302
United States	JOAN HELPERN	1325974
United States	JOAN HELPERN SIGNATURE	2110986
Venezuela	JOAN & DAVID	17429/90 (App.)
Virgin IS. (USA)	JOAN & DAVID	5907

\*Renewal filed in 1999/2000.

°Registration only covers Class 18 goods including "handbags, leather accessories;

luggage.”