

06-08-2001

Docket No.:

586.575



101742317

Tab settings

5.23.01

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

1. Name of conveying party(ies):

Venture Store, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: May 16, 2001

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

Name: Dynasty Footwear Ltd.

Internal Address:

Street Address: 800 N. Sepulveda Blvd.

City: El Segundo State: CA ZIP: 90245

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,967,569



05-23-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #73

Additional numbers Yes No

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

Name: Thomas T. Chan

Internal Address: Chan Law Group LC

Street Address: P.O. Box 79159

City: Los Angeles State: CA ZIP: 90079

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

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06/08/2001 TDIAZ1 00000006 1967569

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40.00 DP

9. 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 T. Chan

Name of Person Signing

Signature

5/23/2001

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

ALA

TRADEMARK ASSIGNMENT

WHEREAS, Venture Stores, Inc., a Delaware corporation having a place of business at 871 Midpoint Drive, O'Fallon, Missouri 63366 ("Assignor") has adopted and used the mark Sunsations ("the Mark"), registered in the United States Patent and Trademark Office; and

WHEREAS, Dynasty Footwear Ltd., a California corporation, having a place of business at 800 N. Sepulveda Blvd., El Segundo, CA 90245 ("Assignee") is desirous of acquiring any and all right that Assignor may have in and to the Mark and the registration therefor, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past, present and future infringements thereof;

NOW, THEREFOR, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee all right, title and interest in and to the Mark in the United States and all foreign countries and the registration therefor for the United States and throughout the world together with all applications, registrations and common law rights therefore and thereto and the good will of the business in connection with which the Mark is used and which is symbolized by the Mark, and all income, royalties, fees, damages and payments now and hereinafter due or payable in respect thereto, and in and to all causes of action (either in law or equity) and the right to enforce all rights and file any causes of action including the right to enforce all rights and file any causes of action including the right to recover for damages and profits for past, present and future infringements or misappropriations thereof; Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to make a record with any and all governmental agencies, authorities, courts, tribunals or third parties of the fact that Assignee owns all right, title and interest in and to the Mark, and any and all goodwill associated therewith (provided that Assignor shall not be required to take any action which causes it to incur any cost or liability); that Assignor no

longer has any right, title or interest, of any kind or nature, in or to the Mark, and that Assignee is the successor to the business of Assignor, or portion thereof, to which the Mark pertains, and/or vest all Assignor's rights, title and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Venture Stores, Inc.

By: W. Edward Clingman, Jr.
W. Edward Clingman, Jr., President

Effective Date: May 16, 2001