

06-12-2001



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼

101747898

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

1. Name of conveying party(ies):

Footwear Management Company **b-6-01**

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: May 10, 2001

2. Name and address of receiving party(ies)

Name: Boot Royalty Company, L.P.

Internal

Address: _____

Street Address: 610 West Daggett Avenue

City: Fort Worth State: Texas Zip: 76104

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,155,687

Additional number(s) attached Yes No

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

Name: Charles S. Cotropia

Internal Address: _____

Sidley Austin Brown & Wood

Street Address: 717 North Harwood, Suite 3400

City: Dallas State: Texas Zip: 75201

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:

18-1260

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

CHARLES S. COTROPIA

Name of Person Signing

Signature

6/6/01

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002312 FRAME: 0022

ASSIGNMENT AGREEMENT

This ASSIGNMENT (the "Assignment") is made and effective as of the close of business on May 10, 2001, (the "Effective Time"), by and between Footwear Management Company ("Grantor"), a Delaware corporation having a principal place of business at 610 West Daggett Avenue, Fort Worth, Texas 76104, transferring rights to Boot Royalty Company, L.P. ("Grantee"), a Delaware limited partnership having a principal place of business at 610 West Daggett Avenue, Fort Worth, Texas 76104.

WHEREAS, Grantor has adopted and used certain trademarks, trade names and service marks, some of which are registered or filed in certain regulatory authorities; and

WHEREAS Grantee is desirous of acquiring said trademarks, trade names and service marks and the registrations thereof and any applications thereon;

NOW, THEREFORE, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as of the Effective Time, does by these presents hereby grant, convey, bargain, sell, assign, set over, transfer and deliver unto Grantee, its successors and assigns, all right, title and interest in and to each and all of the trademarks, trade names, and service marks set forth or referred to in Appendix "A", which is attached hereto and incorporated by reference herein (collectively the "Marks"), together with (i) all portions, simulations, or variations of the Marks, (ii) all registrations of the Marks set forth or referred to in Appendix "B", which is attached hereto and incorporated by reference herein), (iii) all applications for registration and other filings with respect to the Marks (including, without limitation, all applications for registration of the Marks set forth or referred to in Appendix "C", which is attached hereto and incorporated by reference herein), (iv) all renewals and extensions of any such applications, registrations and filings (v) all licenses for the use of the Marks, (vi) the right to sue and recover for past infringement of the marks, and (vii) the goodwill and the business appurtenant to and symbolized by the Marks (the Marks, together with other rights and interests referred to in (i), (ii), (iii), (iv), (v), (vi) and (vii) above, being hereinafter referred to collectively as the "Assets");

TO HAVE AND TO HOLD all and singular the Assets hereby conveyed, granted, sold, set over, delivered, transferred and assigned unto the Grantee, its successors and assigns forever.

Grantor will at any time, and from time to time after the Effective Time, upon request of the Grantee, execute, acknowledge, and deliver all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take out all such further action, as may be required to carry out the intent of this Assignment, and to transfer and vest title to any Asset being transferred hereunder, and to protect the right, title and interest in and enjoyment of all the Assets sold, granted, assigned, transferred, delivered and conveyed pursuant to hereto; provided however, that this Assignment shall be effective as of the Effective Time regardless of whether any such additional documents are executed.

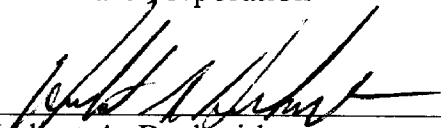
THIS AGREEMENT AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE AND ENFORCEMENT (INCLUDING, WITHOUT LIMITATION, PROVISIONS CONCERNING LIMITATIONS OF ACTION), SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUSIVE OF THE CONFLICT OF LAW PROVISIONS THEREOF) APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

This Assignment and the transfer, assignment, and conveyance provided for in this assignment shall be effective at the Effective Time.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed to be effective as of the Effective Time.

GRANTOR:
FOOTWEAR MANAGEMENT COMPANY
a Delaware corporation




Herbert A. Beckwith
Vice President

STATE OF TEXAS

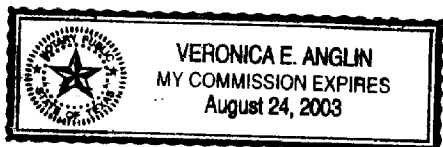
§
§
§

COUNTY OF TARRANT

On this 14 day of May, 2001, before me, the undersigned authority, appeared Herbert A. Beckwith, who acknowledged to me that he signed the foregoing Assignment, to be effective as of the Effective Time, on behalf of Footwear Management Company, a Delaware corporation, with authority to do so.



Notary Public in and for the State of Texas



APPENDIX "A"

THE MARKS

EL REY COLLECTION

EL REY COLLECTION and Design

APPENDIX "B"

REGISTRATION OF THE MARKS

U. S. Trademark Registration No. 1,155,687

APPENDIX "C"

**APPLICATIONS FOR
REGISTRATION OF THE MARKS**

None