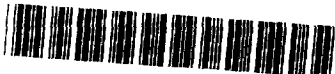


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Cable & Co. Worldwide, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: KDM, LLC Internal Address: Street Address: 500 West Monroe Street City: Chicago State: IL Zip: 60611 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware limited liability co. 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: September 3, 1998

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,056,554 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kit M. Stetina, Esq. Stetina Brunda Internal Address: Garred & Brucker Street Address: 75 Enterprise, Suite 250 City: Aliso Viejo State: CA Zip: 92656

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: (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. Kit M. Stetina Name of Person Signing Signature November 8, 2001 Date Total number of pages including cover sheet, attachments, and document: 4

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

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APPOINTMENT OF DOMESTIC REPRESENTATIVE

D&D Design and Details Limited, a British Corporation with a principal place of business at 7 Lanark Square, London E14 9RE, hereby designates Jenifer Paine, Esq., whose address is Paul, Hastings, Janofsky & Walker, 299 Park Avenue, 31st Floor, New York, New York 10022, as its domestic representative and on whom service may be made in connection with the trademark BACCO BUCCI (device), U.S. Reg. No. 2,056,554.

D&D DESIGN AND DETAILS LIMITED

Date: 11/9/98

NO SERVICES LTD
By: _____
Title: DIRECTOR

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ASSIGNMENT OF TRADEMARK

AGREEMENT, made as of July 29, 1997, between D&D Design and Details, Limited, a corporation organized under the laws of United Kingdom with an address at 66 Wigmore Street, London W1M0BS, United Kingdom ("Assignor"), and Cable & Co. Worldwide, Inc., a Delaware corporation, with an address at 724 Fifth Avenue, New York, New York, New York, 10019 ("Assignee").

WHEREAS, Assignor has adopted, used and is using certain marks in connection with the design, manufacture, sales and licensing of men's footwear; and

WHEREAS, Assignee wishes to acquire all of Assignor's rights in and to such marks and any corresponding registrations and applications for registration as provided herein.

NOW THEREFORE, in consideration of the promises and the mutual agreements contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment

The Assignor sells, assigns, grants, transfers, sets over, and delivers to the Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the trademarks and trade names set forth on Exhibit 1 hereto (the "Trademarks"), in and throughout the jurisdictions set forth on Exhibit 2 hereto (the "Territory"), to have and to hold such trademark and all rights of whatsoever nature thereunder in perpetuity.

2. Assignor's Warranties

The Assignor represents and warrants that

- (a) the Trademarks are its sole and exclusive property;
- (b) it has the full right and power to make this Agreement;
- (c) it has not pledged, mortgaged, assigned, or otherwise granted any rights in the Trademarks or any part thereof or any interest therein in any part of the Territory, and there exists no adverse claim thereupon or thereto, except as noted on Exhibit 3 hereto;
- (d) trademark registrations have been secured therein by the Assignee in each jurisdiction in the Territory listed on Exhibit 4 hereto, or application has been made therefor and such applications and registrations are correct, valid and (as to registrations) enforceable, except as noted on Exhibit 4.

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(e) to the best of Assignor's knowledge, including constructive knowledge of any state of affairs that would be disclosed by the reasonable exercise of ordinary care by an owner and licensor of the Trademarks, neither the Trademarks nor any part thereof infringe upon the title, trademark, trade name or property rights of any person, firm or corporation anywhere in the world, except as noted on Exhibit 5 hereto.

3. Royalties and Payments

The Assignee shall use reasonable efforts to exploit the Trademarks, in accordance with its business judgment, and shall pay to the Assignor, in respect of the Trademarks, the following considerations:

(a) that number of shares of common stock of the Assignee, such that, following the issuance of such stock and the stock to be issued simultaneously to Cable & Co. S.R.L., Assignor, together Cable & Co. S.R.L. will hold the number of shares equal to 25% of the outstanding common stock of the Assignee, less 404,000 shares; and

(b) \$US 3,150,000, payable as in the form of an initial cash payment in the amount of \$400,000 upon execution of this Agreement; and thereafter, six (6) installments payable in cash as follows: \$350,000, on January 9 1998, \$400,000, on January 9 1999, and four installments of \$500,000 each, on January 9 of the years 2000 through 2003, inclusive; and

(c) Seven percent (7%) as annual royalties ("Annual Royalties"), of the amounts actually received by the Assignee, less returns, on all goods sold bearing the Trademarks sold in all parts of the Territory except the Americas (as defined below) during the following periods: In each country within the Territory, the period of the license shall be five calendar years, beginning in the calendar year in which Assignee first seeks to exploit the Trademarks, provided that all such periods shall irrevocably expire on December 31, 2007, without regard to whether or when Assignee has sought to exploit or employ the Trademarks prior to that time. For purposes of this Paragraph 3, "the Americas" shall mean North America, South America, Central America, Greenland, Iceland and the Caribbean.

Except as specifically provided in this Paragraph 3, no other royalties or payments of any kind shall be due from the Assignee to the Assignor.

4. Accounting for Annual Royalties

The Assignee shall render statements of the Annual Royalties payable under paragraph 3(c) and make payments of such Annual Royalties to the Assignor within 90 days after the end of its fiscal year, but no statement need be rendered or payment made with respect to any fiscal year for which less than the sum of \$1,000.00 shall be due to the Assignor.

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5. Assignment of Trademark Registrations

(a) The Assignor shall deliver to the Assignee an assignment of trademark registration or other instrument of authorization relating to each of the Trademarks with respect to each jurisdiction within the Territory in form reasonably satisfactory to Assignee and legally sufficient under the laws of each such jurisdiction to effect the registration of each of the Trademarks by Assignee in such jurisdictions. The Assignee shall have the right to expend such sums as may be necessary to obtain such instruments and register such assignment of trademark registrations in any jurisdiction within the Territory. In the event any registrations assigned by Assignor prove legally insufficient, all sums by reasonably expended by Assignee in perfecting such registrations shall be for the account of the Assignor and shall be charged to the Assignor and may be deducted by the Assignor from any moneys due to the Assignor under this or any other agreement between the parties.

(b) Simultaneously with the execution hereof, the Assignor shall execute the short-form assignment of the Trademarks which is attached hereto as Exhibit 6.

6. Assignability

Nothing contained in this Agreement shall prevent the Assignee from authorizing its licensees, agents, and representatives, in any jurisdiction within the Territory, to exercise exclusive rights in the Trademark in the Territory or any jurisdiction therein on at least the royalty basis set forth in paragraph 3(e). Nothing in this Agreement shall prevent the Assignee from granting a license to exercise exclusive rights to the Trademark in any or all jurisdictions within the Territory, provided that the Assignee shall pay to the Assignor the royalty as herein stipulated.

7. Inspection of books

The Assignor may, through an independent certified public accountant acceptable to the Assignee, at any time during normal business hours, have access to all pertinent records and books of account of the Assignee relating to the Trademarks, for the purpose of verifying royalties to be paid hereunder.

8. Further Assurances

Assignor agrees, upon the reasonable request of Assignee, to execute, acknowledge and deliver to the other any and all instruments or documents, and to do any and all such acts which may be reasonably necessary to give full force and effect to the purpose and intentions of the terms set forth in this Agreement, and in particular, to effect the transfer or registration of the Trademarks in any jurisdiction within the Territory.

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9. Notices

Written demands and notices provided for herein shall be sent by registered mail or reputable international overnight courier to the addresses set forth at the beginning of this Agreement.

10. Infringements

(a) Any legal action brought by the Assignee against any alleged infringer of the Trademark shall be initiated and prosecuted at Assignee's sole expense, and any recovery made as a result thereof shall be the sole property of the Assignee.

(b) If a claim is made against the Assignee alleging that any of the Trademarks is an infringement of the rights of third parties, the Assignee shall immediately serve written notice upon the Assignor containing full details of such claim, and thereafter, until such claim has been adjudicated or settled, the Assignee may withhold any moneys due or becoming due to the Assignor pending the outcome of such claim, up to the reasonably established amount of the claim; provided, however, that if no suit shall be filed within one year after written notice of such claim is given to the Assignor by the Assignee, any moneys so withheld and not previously paid to Assignor shall then be paid to the Assignor.

(c) From and after the date of service of a summons in a suit for infringement filed against the Assignee by a third party for infringement by the Trademark of the proprietary rights of such third party, any and all payments thereafter coming due to the Assignor shall be retained by the Assignee until the suit has been finally adjudicated and then paid in accordance with such adjudication.

11. Indemnities

The Assignor shall indemnify, save and hold harmless the Assignee and its successors, agents, licensees, and assigns, and their respective officers, directors and employees, from and against all claims, demands, actions, proceedings, liabilities, cost, and expenses, including attorneys' fees, which may be asserted against or incurred by any of them, arising out of or connected with any claim by a third party which is inconsistent with any of the representations, warranties, covenants or agreements made by the Assignor in this Agreement, or by reason of the exercise of any of the rights granted or purported to be granted by the Assignor in this Agreement; provided, however, that (i) Assignee promptly notifies Assignor in writing of such claim, (ii) Assignee gives Assignor sole control of the defense and all related settlement negotiations, (iii) Assignee provides Assignor with the assistance, information, and authority reasonably necessary to perform the above and (iv) that in the event of a third party claim, such third party claim is made within three years of the date hereof. Expenses incurred by Assignee in providing such assistance shall be reimbursed by Assignor. Assignee may also participate in the defense of a claim at its option and its own expense. Assignor shall not, without the prior written consent of Assignee, effect any settlement or compromise of a claim in which Assignee

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is a party, unless such settlement or compromise includes an unconditional release of Assignee from all such liability. Assignor authorizes the Assignee to withhold any and all sums which become due to the Assignor under this or any other agreement between the parties until such claim, action, or proceeding shall have been disposed of or the breach of any of the Assignor's representations, warranties, covenants or agreements hereunder shall have been cured.

12. ~~Non-Waiver~~

The failure of either party, at any time, to require the strict performance by the other of any agreement, term, provision, covenant or condition hereof shall in no way affect its right to enforce the same, nor shall the failure of either party to act with respect to any breach of any agreement, term, provision, covenant or condition hereof by the other party be taken or held to be a waiver of any succeeding breach thereof, or as a waiver of the agreement, term, provisions, covenant or condition itself.

13. Arbitration

Any controversy or claim relating to or arising out of this Agreement or the breach thereof shall be settled by arbitration by three arbitrators in New York City, one to be selected by Assignor, one to be selected by Assignee and one to be selected by the two arbitrators so named, in accordance with the United States Arbitration Act (Title 9, U. S. Code) and under the auspices and rules of the American Arbitration Association then in effect. Each party may serve no more than three requests for production of documents. If disputes arise concerning these requests, the arbitrators shall have sole and complete discretion to determine such disputes. The arbitrators shall give effect to statutes of limitation in determining any claim, and any controversy concerning whether an issue is arbitrable shall be determined by the arbitrators. The arbitrators shall deliver a written opinion setting forth findings of fact, conclusions of law and the rationale for the decision. The arbitrators shall reconsider the decision once upon motion and at the expense of a party. Judgment upon the decision rendered by the arbitrators may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if the other party commences such action for judicial relief. No provision of this Paragraph shall limit the right of a party to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration.

14. Assignee's Default

Should the Assignee fail or refuse, within 30 days after written demand, to furnish or cause to be furnished royalty statements as required in Paragraph 4 hereof, or to give the Assignor access to its books and records as required in Paragraph 7 hereof, or in the event that the Assignee shall fail to make payment of any royalty due, within 30 days after written demand therefor, then, notwithstanding the provisions of paragraph 13, Assignee may bring suit in federal or state court in New York City for legal or equitable relief to protect or enforce its

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rights herein.

15. Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16. Binding Effect

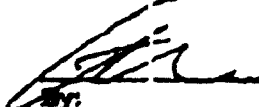
This Agreement shall be binding upon the parties hereto and their respective successors and assigns, but this Agreement and any rights hereunder may not be assigned by the Assignor without the prior written consent of the Assignee.

17. Construction

This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement may not be changed or discharged orally. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

D&D Dodge and Details, Limited



By:
Title:

Cable & Co. Worldwide, Inc.

By: Martin C. Licht
Title: Secretary

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Exhibit 1

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1. Barco Ducci

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Exhibit 4

List of Trademarks Registrations and applications (BACCO BUCCI device)

1. Italy - registration n. 616145
2. International registration n. 620258 (Austria, Benelux, China, France, Germany, Portugal, Russia, Spain, Switzerland)
3. Canada - application n. 761,252
4. Hong Kong - application n. 93 15498
5. India - application n. 691143
6. Korea - application n. 4520
7. Sri Lanka - application BACCO BUCCI (device in class 25)
8. Taiwan - registration n. 84061638
9. United Kingdom - registration n. B1579277
10. U.S.A. - registration n. 2,056,554
11. All other countries whether registered or not or herein listed or not

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