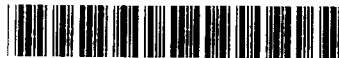


12-05-2001



COVER SHEET

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

FILED 11-29-01

To the Honorable Commissione.

101906826

and the attached original document(s) or copy(ies).

1. Name of conveying party(ies): Florsheim Group, Inc.

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

Citizenship/State of Incorporation/Organization: Delaware
Additional name(s) of conveying party(ies) attached? Yes No
Execution date: December 7, 1998

3. Nature of conveyance:

- Assignment
 - Merger
 - Security Agreement
 - Change of Name
 - License
 - Nunc Pro Tunc Assignment
 - Other: _____
- Effective Date: _____

4. Nature of submission:

- New
- Resubmission (Non-Recordation) Document ID# _____
- Correction of PTO error
- Reel #: _____ Frame #: _____
- Corrective Document
- Reel #: _____ Frame #: _____

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

Name: Pacific Dunlop Limited A.B.N.
Street Address: 25 Camberwell Road
Hawthorn, East Victoria 3123
Australia

- Individual(s)
 - Association
 - General Partnership
 - Limited Partnership
 - Corporation
 - Other: _____
- 11-29-2001
U.S. Patent & TMO's/TM Mail Rcpt Dt. #70

Citizenship/State of Incorporation/Organization: Australia

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

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

A. Trademark Application No.(s)

ATTORNEY DOCKET NO.: 205312-0004

B. Trademark Registrations No.(s)

978,176

Additional numbers attached? Yes No

6. Correspondent name and address:

MICHAEL BEST & FRIEDRICH LLC
ATTORNEYS AT LAW
401 NORTH MICHIGAN AVENUE
SUITE 1700
CHICAGO, ILLINOIS 60611-4212

Direct telephone calls to: Judith L. Grubner
at telephone no. (312) 661-2100 or fax no. (312) 661-0029

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231 on 11/26/01

Date: 11/26/01
Typed name: Robert Holland

7. Total number of properties involved: 1

Total pages including cover sheet & attachments: 7

Total fee (37 CFR 3.41)\$40.00

- Enclosed
- Authorized to be charged to deposit account #501965
- Authorization to charge additional fees

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

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8. 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.

Judith L. Grubner
Name of Person Signing

Judith L. Grubner
Signature

11/26/01
Date

Mail documents to be recorded with required cover sheet information to:
Commissioner for Patents & Trademarks, Box Assignments
Washington, DC 20231

TRADEMARK
REEL: 002402 FRAME: 0195

40.00 DP
12/04/2001 LINDSEY 00000073 978176 01 FC:481

IN THE
UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: JULIUS MARLOW
Registration No. 978,176

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

11-29-01

DESIGNATION OF DOMESTIC REPRESENTATIVE

Registrant hereby designates Michael Best & Friedrich LLC, 401 North Michigan Avenue, Chicago, Illinois 60611-4212 as its domestic representative upon whom notice or process in proceedings affecting the mark may be served.

POWER OF ATTORNEY

Registrant hereby appoints Louis Altman, Robert S. Beiser, Lisa C. Childs, Judith L. Grubner, Anne C. Keays, Charles A. Laff, Brian J. Lum, William A. Meunier, Larry L. Saret, Joseph F. Schmidt, Martin L. Stern, Barry W. Sufrin, Marshall W. Sutker, Sean S. Swidler, Kevin C. Trock, J. Warren Whitesel and Jane Wright-Mitchell of Michael Best & Friedrich LLC, duly authorized to practice law in the State of Illinois; and Christopher B. Austin, John C. Bigler, Emily C. Canedo, David L. De Bruin, Gerald L. Fellows, Joseph A. Gemignani, Gregory J. Hartwig, Daniel S. Jones, Richard L. Kaiser, Timothy M. Kelley, Dyann L. Kostello, Casimir F. Laska, Edward R. Lawson Jr., Craig J. Loest, Richard H. Marschall, Glenn M. Massina, Thomas A. Miller, Kevin P. Moran, Patricia A. Motta, Leon Nigohosian, Jr., David R. Price, Thomas S. Reynolds II, Raye L. Shaffer, David B. Smith, Derek C. Stettner, Billie Jean Strandt, Donald W. Walk, Glen A. Weitzer, Sheldon L. Wolfe, Paul F. Donovan, Nia Enemuoh-Trammell, Jill A. Fahrlander, Grady J. Frenchick, Robert V. Petershack, Jeffrey D. Peterson, Sara Vinarov and Teresa J. Welch of Michael Best & Friedrich LLP; attorneys at law, duly authorized to practice


law in the State of Wisconsin, with full power of substitution and revocation, to record the assignment of this trademark registration, to transact all business in the Patent and Trademark Office in connection therewith, such power to be exercised separately or collectively by said attorneys, and requests that all correspondence from the Patent and Trademark Office concerning this registration be addressed to:

Judith L. Grubner
MICHAEL BEST & FRIEDRICH LLC
401 N. Michigan Avenue, Suite 1700
Chicago, Illinois 60611-4212

DECLARATION

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the registration, declares that he/she is properly authorized to execute this Power of Attorney on behalf of the registrant, he/she believes the registrant to be the owner of the trademark mark registered, all statements made of his/her own knowledge are true, and that all statements made on information and belief are believed to be true.

Date: 26/11/01

Pacific Dunlop Limited
By: 
(Signature)

Name: JOHN COVER

Title: GENERAL COUNSEL

S:\CLIENT\205312\0004\C0054040

TRADEMARK ASSIGNMENT

This Agreement is entered into as of the date of signing of this Agreement by both parties, between FLORSHEIM GROUP INC., a Delaware corporation with a principal place of business of 200 North LaSalle, Chicago, Illinois 60601-1014 ("Assignor"), and PACIFIC DUNLOP LIMITED, DBA PACIFIC BRANDS, an Australia corporation with a principal place of business of 25 Camberwell Road, Hawthorn, East Victoria, 3123 Australia ("Assignee")

WHEREAS, Assignor and its predecessors-in-interest adopted, and Assignor owns the trademarks listed on the attached Schedule A ("the Marks") in connection with the offering and sale of goods set forth therein in the countries in which the trademarks are registered, and has established substantial goodwill in the Marks; and

WHEREAS, Assignor owns registrations for the Marks in the countries identified in Exhibit A in connection with the goods set forth therein, the Registration particulars of which are set forth in Schedule A; and

WHEREAS, Assignor wishes to assign all of its rights in the Marks, along with all the goodwill established therein and the registrations therefor, along with any and all rights it may have in the Marks worldwide, to and Assignee wishes to accept the assignment of these Marks and the goodwill appurtenant thereto along with the registrations therefor;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee all its right, title, and interest in the Marks, including all common law rights it has established therein and the registrations it owns therefor identified in Schedule A, together with the goodwill of Assignor's business symbolized by the Marks worldwide.
2. Assignor also assigns any and all other rights, privileges, and priorities it has in the Marks provided by law with respect to the Marks and registrations therefor, including without limitation any rights under the laws of unfair competition; the rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Marks, including the right to receive all proceeds and damages therefrom; and the right to obtain renewals and registrations or other legal protections pertaining to the Marks.
3. Assignee shall pay Assignor the amount of US\$800,000, which amount shall be paid full by Assignee upon signing of this Assignment by transmitting the said amount to Assignor by wire transfer of funds to: Bankers Trust Company, 130 Liberty Street, New York, New York 10006, U.S., ABA #021001033, to Assignor's Account No. 00-314-608.
4. Notwithstanding the assignment of all rights to Assignee, Assignor may

dispose of existing inventory, and shall have 180 days from the last date of signing of this Agreement in which to dispose of all componentry, boxes, and finished goods bearing and used in the manufacture and sale of JULIUS MARLOW branded finished footwear.

5. This assignment is of all Assignor's rights in the Marks "as is," and Assignor provides no warranty of any kind in connection with the right to use or register the Marks in any country apart from those rights established by the use and registration of the Marks in the countries in which the Marks have been registered.

6. Assignor shall, without further consideration, comply with any reasonable request by Assignee to execute promptly any additional documents or to take promptly any further actions Assignee may deem to be necessary to secure, vest, and protect valid title in the Marks in Assignee in the countries listed on Schedule A, and to record this Assignment with all appropriate authorities in all the countries listed on Schedule A.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered, effective as of the last date set forth below.

FLORSHEIM GROUP INC.
Assignor

PACIFIC DUNLOP LIMITED
DBA PACIFIC BRANDS
Assignee

By: [Signature]
Name: RT. ANGLIN
Title: VP - EFO
Dated: 10-14-98

By: [Signature]
Name: MALCOLM S FARR
Title: GROUP DIRECTOR
Dated: 7-12-98

SUBSCRIBED and SWORN to before me this 14th day of October, 1998.

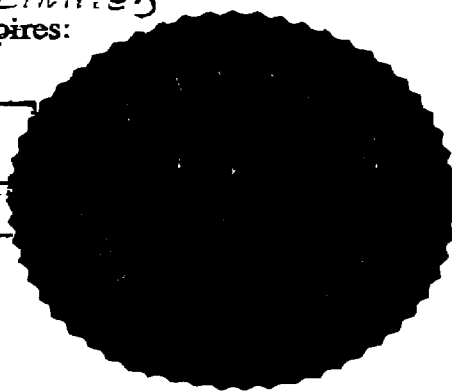
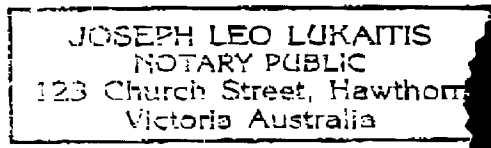
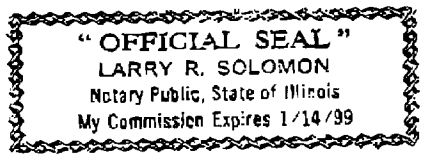
SUBSCRIBED and SWORN to before me this 7th day of December, 1998.

[Signature]
Notary Public

[Signature]
Notary Public

My Commission Expires:

UNLIMITED
My Commission Expires:



SCHEDULE A

Trademark	Country	Registration Number	Issue Date	Goods
JULIUS MARLOW	Australia	D177947	Jan. 11, 1963	men's and boy's wear and footwear for women and girls - IC 25
JULIUS MARLOW	Australia	A79346	Aug. 8, 1942	boots & shoes - IC 25
JUNIOR MARLOW	Australia	B209097	March 30, 1967	footwear - IC 25
MISS MARLOW	Australia	B209098	March 30, 1967	footwear - IC 25
RAOUL MERTON	Australia	A127819	May 24, 1956	footwear - IC 25
JULIUS MARLOW and Device	New Zealand	92997	March 9, 1970	IC 25
JULIUS MARLOW	Papua New Guinea	A198R	Sept. 16, 1975	boots & shoes - IC 25
JULIUS MARLOW	Singapore	48861	April 13, 1980	footwear, being articles of clothing - IC 25
JULIUS MARLOW	United States	978176	Feb. 5, 1974	boots & shoes - IC 25

NOTARY AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF COOK }

The attached Trademark Assignment is a true copy of the original documents which were signed by either Florsheim Group Inc. and The Florsheim Shoe Company on October 14, 1998.

Signed and sworn this 9th day of December, 1999.


Notary Public

Seal:

