

01-25-2002

TRADEMARKS ONLY

TRADEMARKS ONLY

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AND TRADEMARKS

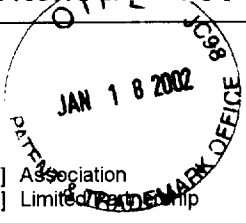
Please

or copy thereof



101973104

2-18-02



1. Name of conveying party(ies)

MSC Holdings LLC

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

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

2. Name and Address of receiving party(ies)

Name: Maxwell Footwear of California, Inc.
Address: 23455 Cloverdale Ct

City: Newhall, CA 91321
Country: USA

Individual(s) citizenship: _____

Association: _____

General Partnership: _____

Limited Partnership: _____

Corporation (Country): USA

As the assignee is not domiciled in the United States, the assignee has designated a domestic representative

Additional name(s) & address(es) attached? Yes No

Other: _____

3. Nature of conveyance:

Assignment Change of Name

Merger

Other _____

Execution Date: June 28, 2001

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

- | 1,477,841
- | 1,538,233
- | 1,576,519
- | 1,584,784
- | 1,646,905
- | 1,651,564
- | 1,750,221

Additional numbers attached? Yes No

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

BROWDY AND NEIMARK, P.L.L.C.
624 Ninth Street, N.W.
Suite 300
Washington, D.C. 20001-5303

6. Number of applications and registrations involved:

Sixteen (16)

7. PTO Form-2038 in the amount of \$415.00 is attached.

8. If insufficient fees are attached to accomplish the present order, please charge any necessary additional fees to Deposit Account 02-4035.

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.

Sheridan Neimark (Reg. No. 20,520)

Name of Person Signing

Signature

January 18, 2002

Date

SN:rd

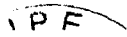
Total number of pages including cover sheet [09]

01/25/2002 LNUJELLER 00000002 1477841

01 FC:481
02 FC:482

40.00 OP
375.00 OP

TRADEMARK
REEL: 002431 FRAME: 0391



Additional Registrations Being Recorded

1,772,454
1,778,203
1,786,205
1,792,712
1,891,111
1,896,946
1,897,026
2,223,903
2,310,282

ASSIGNMENT AND CONTRIBUTION AGREEMENT

THIS ASSIGNMENT AND CONTRIBUTION AGREEMENT (the "Assignment"), dated June 28, 2001, to be effective as of November 9, 1999, is by and between MSC Holdings LLC, a Delaware limited liability company ("MSC"), and Maxwell Footwear of California, Inc., a Delaware corporation the sole stockholder of which is MSC ("Maxwell Footwear").

WITNESSETH:

WHEREAS, MSC desires to contribute and assign its rights and delegate its obligations under certain licenses to Maxwell Footwear and Maxwell Footwear desires to acquire such rights and assume such obligations from MSC; and

WHEREAS, MSC desires to contribute and assign its rights and delegate its obligations under certain trademarks to Maxwell Footwear and Maxwell Footwear desires to acquire such rights and assume such obligations from MSC.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

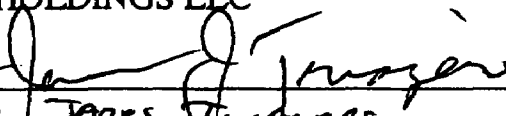
1. MSC hereby contributes, assigns and transfers to Maxwell Footwear all of MSC's rights, title and interest under the licenses identified in Exhibit A hereto.
2. MSC hereby delegates and transfers to Maxwell Footwear, and Maxwell Footwear hereby assumes all of MSC's obligations under the licenses identified in Exhibit A hereto.
3. MSC hereby contributes, assigns and transfers to Maxwell Footwear all of MSC's rights, title and interest under the trademarks identified in Exhibit B hereto.
4. MSC hereby delegates and transfers to Maxwell Footwear, and Maxwell Footwear hereby assumes all of MSC's obligations under the trademarks identified in Exhibit B hereto.
5. MSC hereby contributes, assigns and transfers to Maxwell Footwear all of MSC's rights, title and interest to all other United States, Mexican and Canadian intellectual property of MSC, including, without limitation, all United States, Mexican and Canadian patents, patent licenses, trade names, trademarks, imprints, service marks, brandmarks, brand names, copyrights, inventions and formulae owned by MSC, all know-how possessed by MSC, all United States, Mexican and Canadian copyrights owned by and all rights of MSC under United States, Mexican or Canadian copyright laws or any contracts with authors, photographers or other creators including, without limitation, work for hire agreements, and all registrations, applications or licenses for any of the foregoing, all other proprietary or trade rights owned in whole or in part by MSC and all other agreements to which MSC is a party which relate to any of the foregoing (the "Intellectual Property").

6. MSC hereby delegates and transfers to Maxwell Footwear, and Maxwell Footwear hereby assumes all of MSCs obligations under the Intellectual Property.

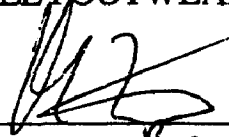
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IN WITNESS WHEREOF, MSC and Maxwell Footwear have duly executed this Assignment and Contribution Agreement as of the date first written above.

MSC HOLDINGS LLC

By: 
Name: JAMES FITZGERALD
Title: EXEC VP

MAXWELL FOOTWEAR OF CALIFORNIA, INC. x

By: 
Name: BRAD FINN
Title: President

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EXHIBIT A TO CONTRIBUTION STATEMENT FROM MSC HOLDINGS LLC TO
MAXWELL FOOTWEAR OF CALIFORNIA, INC.

ASSIGNED LICENSES

1. License granted to Maxwell Shoe Company, Inc. by Levi Strauss & Co. pursuant to Trademark License Agreement dated as of November 13, 1998 in respect of "Dockers Khakis" mark, assigned to MSC by Maxwell Shoe Company, Inc.
2. License granted to Maxwell Shoe Company, Inc. by J.G. Hook, Inc. pursuant to License Agreement dated as of April 1, 1997 in respect of "J.G. Hook" and "Hook Sport" marks, assigned to MSC by Maxwell Shoe Company, Inc.
3. License granted to Maxwell Shoe Company, Inc. by B.D.S., Inc., Anne Klein (a division of Kasper A.S.L., Ltd.) and Lion Licensing, Ltd. pursuant to Agreement dated November 1, 1999 in respect of "Anne Klein," "Anne Klein II" and "A Line Anne Klein" marks, assigned to MSC by Maxwell Shoe Company, Inc.
4. License granted by Maxwell Shoe Company, Inc. to Inter-Pacific Trading Corporation d/b/a Inter-Pacific Corporation pursuant to License Agreement dated January 8, 1997 in respect of "Sam & Libby" mark., assigned to MSC by Maxwell Shoe Company, Inc.
5. License granted by Sprague Company to SLJ Retail LLC pursuant to Retail License Agreement dated April 14, 1997 in respect of "Sam & Libby" mark; Sprague Company's interest in which has been assigned to MSC Holdings LLC.

**EXHIBIT B TO CONTRIBUTION STATEMENT FROM MSC HOLDINGS LLC TO
MAXWELL FOOTWEAR OF CALIFORNIA, INC.**

ASSIGNED U.S. TRADEMARKS

Trademark Name	Class(es)	Goods/Services	Application No. / Registration No.
TOOTSIES (Stylized letters)	25	Footwear, namely, children's shoes, sneakers, boots, sandals and slippers	Reg. No. 2,310,282 Reg. Date: 1/25/00
MOOTSIES KIDS (words only)	25	Footwear, namely, women's and children's shoes, sneakers, boots, sandals and slippers	Reg. No. 1,750,221 Reg. Date: 2/2/93
MOOTSIES TOOTSIES (words only)	25	Footwear, namely, women's and children's shoes, sneakers, boots, sandals and slippers	Reg. No. 1,584,784 Reg. Date: 2/27/90
LIL MISS MOOTSIES (words only)	25	Footwear, namely, women's and children's shoes, sneakers, boots, sandals and slippers	Reg. No. 1,576,519 Reg. Date: 1/9/90
MOOTSIES (words only)	25	Footwear	Reg. No. 1,477,841 Reg. Date: 2/23/88
PANINARI BY MOOTSIES TOOTSIES (words only)	25	Footwear, namely, women's and children's shoes, sneakers, boots, sandals and slippers	Reg. No. 1,538,233 Reg. Date: 5/9/89
LIBBY (words only)	25	Footwear	Reg. No. 1,792,712 Reg. Date: 9/14/93
SAM & LIBBY (words only)	42	Retail stores featuring shoes, clothing and accessories	Reg. No. 1,778,203 Reg. Date: 6/22/93
JUST LIBBY (words only)	25	Footwear namely, shoes, athletic shoes, slippers, boots and sandals	Reg. No. 1,897,026 Reg. Date: 5/30/95

Trademark Name	Class(es)	Goods/Services	Application No. / Registration No.
JEFF & KRISTI (words only)	25	Footwear	Reg. No. 1,651,564 Reg. Date: 7/23/91
SAM & LIBBY (words only)	25	Clothing, namely, t-shirts, sweat shirts, jerseys, shorts, jogging suits, sweatpants, . . .	Reg. No. 1,772,454 Reg. Date: 5/18/93
SAM & LIBBY (words and design)	25	Clothing, namely, t-shirts, sweat shirts, jerseys, shorts, jogging suits, sweatpants, . . .	Reg. No. 1,786,205 Reg. Date: 8/30/93
SAM & LIBBY (words and design)	18	Articles made from leather and imitations of leather, namely, luggage, handbags, purses, wallets, all-purpose tote bags, all-purpose sport bags, backpacks	Reg. No. 1,896,946 Reg. Date: 5/30/95
SAM & LIBBY (words only)	18	Articles made from leather and imitations of leather, namely, luggage, handbags, purses, wallets, all-purpose tote bags, all-purpose sport bags, backpacks	Reg. No. 1,891,111 Reg. Date: 6/6/95
SAM & LIBBY (words and design)	25	Footwear	Reg. No. 1,646,905 Reg. Date: 6/4/91
JUST LIBBY (words only)	18	Leather and imitations of leather, namely, luggage, handbags, purses, wallets, all- purpose tote bags, all-purpose sports bags, backpacks, and umbrellas	Reg. No. 2,223,903 Reg. Date: 2/16/99

ASSIGNED CANADIAN TRADEMARKS

Trademark Name	Goods/Services	Application No. / Registration No.
PANINARI BY MOOTSIES TOOTSIES (words only)	Footwear, namely, women's and children's shoes, sneakers, boots, sandals and slippers	Reg. No. TMA393037 Reg. Date: 1/24/92
SAM & LIBBY	Wearing apparel and accessories of all kinds excluding footwear, namely dresses, skirts, vests, vestees, sweaters, sweatshirts, blouses, shirts, jeans, t-shirts, shells, tunics, loungewear, slacks, jeans, shorts	Reg. No. TMA411337 Reg. Date: 4/23/93
SAM & LIZZY	Footwear namely, shoes, boots, slippers, running shoes, football shoes, jogging shoes, clogs, sandals, thongs, pumps, slippers, boots, rubber boots, vinyl boots, overboots, overshoes, toe rubbers, hunting boots and snowmobile boots	Reg. No. TMA382906 Reg. Date: 4/12/91

ASSIGNED MEXICAN TRADEMARKS

Trademark Name	Goods/Services	Application No. / Registration No.
MOOTSIES TOOTSIES	Shoe wear including shoes for kids and ladies, boots, sandals, beach shoe wear and slippers.	Reg. No. 654076 Reg. Date: 2/8/00
SAM & LIBBY	Clothing, shoes and headwear.	Reg. No. 400179 Reg. Date: 9/30/91