



03-04-2002

HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

02-07-2002

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e attached original documents or copy hereof.

U.S. Patent & TMO/TM Mail Rpt Dt. #22

conveying party(ies):

Fashion Shoe Licensing LLC *27.02*

- Individual(s)
- General Partnership
- Corporation-State
- Other Tennessee limited liability company

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

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

Name: FASHION SHOE LICENSING LLC  
Address:

3333 New Hyde Park Road  
New Hyde Park, New York 11042

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability company

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) & addresses attached?

Yes  No

3. Nature of conveyance:

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

Execution Date: December 26, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s).

1,208,597 and 25 Others

Additional Numbers attached?  Yes  No

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

Name: Patrick Boisson

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

6. Total number of applications and registration involved:.....26

7. Total fee (37 CFR 3.41) ..... \$ 665.00

- Enclosed
  - Authorized to be charged to deposit account
- (Only if total fee is not sufficient)

8. Deposit account number:

23-0825-0576900

(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.

Patrick Boisson  
Name of Person Signing

*Boisson*  
Signature

2/07/2002  
Date

Total number of pages comprising cover sheet: \_\_\_\_\_

# SCHEDULE A

Trademark	Country	Application No.	Registration No.	Status
CITIES	U.S.A.	73/325,599	1208597	
DX Danexx & Design	U.S.A.	73/193,259	2125317	
DANELLE & Design	U.S.A.	73/262,572	1182254	
DANELLE	U.S.A.	75/455,843		
DANEXX	U.S.A.	73/514,736	1349633	
DRAGON (Common Law)	U.S.A.			
FLEXXERS (Stylized)	U.S.A.	73/481,326	1348100	
FOR KIDS TOO!	U.S.A.	73/716,187	1516468	
FRANCO SARTO	U.S.A.	76/028,497		
FRANCO SARTO	U.S.A.	74/063,846	1732109	
FRANCO SARTO VENEZIA	U.S.A.	75/212,882	2091499	
KOALAS	U.S.A.	75/196,734	2213702	
KOALAS BY MAINE WOODS	U.S.A.	75/196,735	2086112	
L.J. SIMONE	U.S.A.	74/400,649	1833896	
LITE-FLEX COLLECTION (Common Law)	U.S.A.			
LITE-STEPS BY DANELLE and Design	U.S.A.	73/575,917	1420165	
MAINE WOODS	U.S.A.	75/859,543	2431225	
MAINE WOODS	U.S.A.	75/889,086		
MAINE WOODS and Design	U.S.A.	74/326,271	1897893	
MAINE WOODS	U.S.A.	74/802,522	1922963	
MAINE WOODS NATURE NEVER FELT SO GOOD. CRAFTED BY PREMIUM FOOTWEAR and Design	U.S.A.	74/326,275	1898149	
MAINEWOODS	U.S.A.	73/169,029	1127051	
NEW YORK, NY	U.S.A.	74/106,155	1680814	
OF COURSE! (Stylized)	U.S.A.	73/643,577	1461049	
RUNWAY	U.S.A.	75/248,972	2121853	
SNOPLEXX (Common Law)	U.S.A.			
THE COLD REMEDY	U.S.A.	73/585,404	1410667	
US L.J. SIMONE and Design	U.S.A.	73/614,677	1448629	
VERA CRUZ	U.S.A.	76/308,891		

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## ASSIGNMENT

**WHEREAS**, FASHION SHOE LICENSING LLC, a limited liability company organized and existing under the laws of the state of Tennessee located at 2214 Metro Centre Boulevard, Suite 200, Nashville, TN 37228 ("**Assignor**"), is the owner of various trademarks and registrations and applications in relation thereto in the U.S.A., Canada and Mexico, hereinafter referred to as "the Territory", particulars of which are shown on accompanying Schedule A, such trademarks being collectively referred to herein as the "said Trademarks";

**and WHEREAS**, FASHION SHOE LICENSING LLC, a limited liability company organized and existing under the laws of the State of Delaware, located at 3333 New Hyde Park Road, Suite G5B, New Hyde Park, NY 11042 ("**Assignee**"), is desirous of acquiring the said Trademarks, and all rights and benefits appurtenant thereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Assignor hereby assigns to Assignee, as successor to Assignor's business which is ongoing and existing, all right, title and interest in and to the said Trademarks, together with the goodwill of the business symbolized by the Trademarks, and together with all claims and benefits arising out of, or relating to, the use and ownership of the said Trademarks, and all rights and benefits appurtenant thereto, in the Territory.
  
2. Assignor agrees to take any and all appropriate steps to implement this Assignment, including effecting appropriate recordals of the assignment of the said Trademarks to Assignee, and taking such steps as are appropriate to vest ownership of the Trademarks in Assignee in the jurisdictions comprising the Territory.

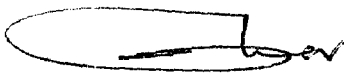
IN WITNESS WHEREOF, this agreement has been executed on this 26 day of

November, 2001:

*December*

ASSIGNOR:

FASHION SHOE LICENSING, LLC,  
a Tennessee limited liability company

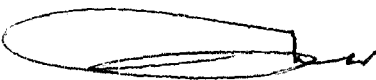
By: 

Name: NAHUM G SHAR

Title: MANAGER

ASSIGNEE:

FASHION SHOE LICENSING, LLC,  
a Delaware limited liability company

By: 

Name: NAHUM G SHAR

Title: MANAGER

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