

06-18-2002



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

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

Tab settings

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

1. Name of conveying party(ies):

Daniel Green Company 6-11-02

- 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:

2. Name and address of receiving party(ies)

Name: Daniel Green Enterprises, LLC

Internal Address:

Street Address: 630 Melrose Avenue

City: Nashville State: TN Zip: 37211-2161

- Individual(s) citizenship Association General Partnership Limited Partnership 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) 627904

Document ID No. 102036124A

Additional number(s) attached Yes No

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

Name: FRED B HUNT JR BOBO HUNT & WHITE Internal Address: P.O. Box 169

Street Address: 202 Union Planters Bank Bldg. West Side Public Square

City: Shelbyville State: TN Zip: 37162-0169

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41) \$ 400.00\*

- Enclosed \*PREVIOUSLY SUBMITTED Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Fred B. Hunt, Jr. Name of Person Signing

Signature

06/05/02

Date

Total number of pages including cover sheet, attachments, and document: 43

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

TRADEMARK REEL: 002526 FRAME: 0570

**ASSIGNMENT OF TRADEMARKS**

**DANIEL GREEN COMPANY TO ELAN-POLO, INC.**

**Trademark Registration numbers continued --**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Document ID No.</u></b>
<b>Baronet</b>	<b>1035387</b>	<b>102036138A</b>
<b>Stroller</b>	<b>2051625</b>	
<b>Baby Evans</b>	<b>1991861</b>	<b>102036126A</b>
<b>Hide-Aways</b>	<b>968690</b>	<b>102036140A</b>
<b>L. B. Evans since 1804</b>	<b>1715920</b>	<b>102036614A</b>
<b>Daniel Green</b>	<b>1534442</b>	<b>102036135A</b>
<b>Daniel Green</b>	<b>2016415</b>	<b>102036136A</b>
<b>American Country</b>	<b>1421986</b>	<b>102036137A</b>
<b>American Country</b>	<b>1269359</b>	<b>102036125A</b>

## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "*Assignment*") is entered into as of December 22, 2001, by and between DANIEL GREEN COMPANY, a Massachusetts corporation ("*Assignor*"), and ELAN-POLO, INC., a Missouri corporation ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November 29, 2001 (the "*Purchase Agreement*"), providing for, among other things, the sale by Assignor of the Acquired Assets (as defined in the Purchase Agreement) to Assignee; and

WHEREAS, in conjunction with such sale, Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the trademark identified herein;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein and in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used without definitions in the text of this Assignment shall have the same meanings ascribed to such terms in the Purchase Agreement.

2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the "Evans" trademark having registration number 627904 with the United States Patent and Trademark Office, together with (a) the registrations of and registration applications for the trademark, (b) the goodwill of the business symbolized by and associated with the trademark and the registrations thereof and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the trademark or the registrations thereof or such associated goodwill. Such Assignment is hereby subject to the Collateral Assignment dated January 11, 2000 between Assignor and L.B. Evans' Son Company Limited Partnership. Assignee hereby accepts such Assignment.

3. **Effect of Assignment.** In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of this Assignment shall govern and control.

4. **Execution in Counterparts.** For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5. **Amendment; Waiver.** Any term or provision of this Assignment may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and

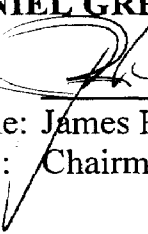
either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

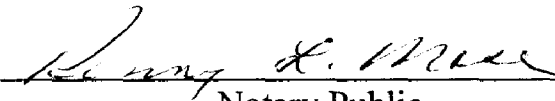
By:   
Name: James R. Reidman  
Title: Chairman and CEO

**ELAN-POLO, INC.**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the 27<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

PENNY L. MASE  
Notary Public, State of New York  
No. 01MA5045204  
Qualified in Genesee County  
Commission Expires June 12, 2003

either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By: \_\_\_\_\_  
Name: James R. Reidman  
Title: Chairman and CEO

**ELAN-POLO, INC.**

By: \_\_\_\_\_  
Name: *NICK PEREZ*  
Title: *ASSISTANT SECRETARY*

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Tennessee )  
COUNTY OF Davison ss.:

On the 28<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Perez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sherry A. Belis  
Notary Public

## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "*Assignment*") is entered into as of December 27, 2001, by and between DANIEL GREEN COMPANY, a Massachusetts corporation ("*Assignor*"), and ELAN-POLO, INC., a Missouri corporation ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November 29, 2001 (the "*Purchase Agreement*"), providing for, among other things, the sale by Assignor of the Acquired Assets (as defined in the Purchase Agreement) to Assignee; and

WHEREAS, in conjunction with such sale, Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the trademark identified herein;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein and in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used without definitions in the text of this Assignment shall have the same meanings ascribed to such terms in the Purchase Agreement.

2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the "Baronet" trademark having registration number 1035387 with the United States Patent and Trademark Office, together with (a) the registrations of and registration applications for the trademark, (b) the goodwill of the business symbolized by and associated with the trademark and the registrations thereof and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the trademark or the registrations thereof or such associated goodwill. Such Assignment is hereby subject to the Collateral Assignment dated January 11, 2000 between Assignor and L.B. Evans' Son Company Limited Partnership. Assignee hereby accepts such Assignment.

3. **Effect of Assignment.** In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of this Assignment shall govern and control.

4. **Execution in Counterparts.** For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5. **Amendment; Waiver.** Any term or provision of this Assignment may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and

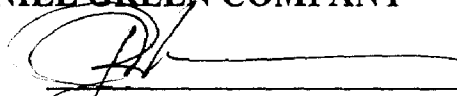
either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By:   
Name: James R. Reidman  
Title: Chairman and CEO

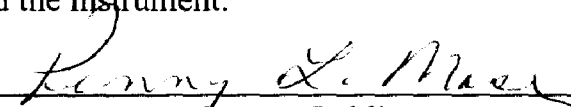
**ELAN-POLO, INC.**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the 27<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PENNY L. MASE  
Notary Public, State of New York  
No. 01MA5045204  
Qualified in Genesee County  
Commission Expires June 12, 2003

  
Notary Public



either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By: \_\_\_\_\_  
Name: James R. Reidman  
Title: Chairman and CEO

**ELAN-POLO, INC.**

By:   
Name: NICK PEREL  
Title: ASSISTANT SECRETARY

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Tennessee)  
COUNTY OF Davidson) ss.:

On the 28<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Perez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sherry A. Bilis  
Notary Public

## ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** (this "*Assignment*") is entered into as of December 27, 2001, by and between **DANIEL GREEN COMPANY**, a Massachusetts corporation ("*Assignor*"), and **ELAN-POLO, INC.**, a Missouri corporation ("*Assignee*").

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November 29, 2001 (the "*Purchase Agreement*"), providing for, among other things, the sale by Assignor of the Acquired Assets (as defined in the Purchase Agreement) to Assignee; and

**WHEREAS**, in conjunction with such sale, Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the trademark identified herein;

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants contained herein and in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used without definitions in the text of this Assignment shall have the same meanings ascribed to such terms in the Purchase Agreement.
2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the "Stroller" trademark having registration number 2051625 with the United States Patent and Trademark Office, together with (a) the registrations of and registration applications for the trademark, (b) the goodwill of the business symbolized by and associated with the trademark and the registrations thereof and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the trademark or the registrations thereof or such associated goodwill. Such Assignment is hereby subject to the Collateral Assignment dated January 11, 2000 between Assignor and L.B. Evans' Son Company Limited Partnership. Assignee hereby accepts such Assignment.
3. **Effect of Assignment.** In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of this Assignment shall govern and control.
4. **Execution in Counterparts.** For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
5. **Amendment; Waiver.** Any term or provision of this Assignment may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and


either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By:   
Name: James R. Reidman  
Title: Chairman and CEO

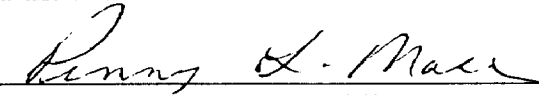
**ELAN-POLO, INC.**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the 29<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PENNY L. MASE  
Notary Public, State of New York  
No. 01MA5045204  
Qualified in Genesee County  
Commission Expires June 12, 2003

  
Notary Public

either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

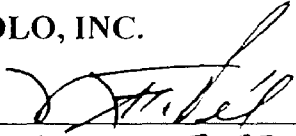
7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By: \_\_\_\_\_  
Name: James R. Reidman  
Title: Chairman and CEO

**ELAN-POLO, INC.**

By:   
Name: NICK PEREZ  
Title: ASSISTANT SECRETARY

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Tennessee )  
COUNTY OF Daviess ) ss.:

On the 28<sup>th</sup> day of December in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Perez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sammy A. Bell

Notary Public

## ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** (this "*Assignment*") is entered into as of December 27, 2001, by and between **DANIEL GREEN COMPANY**, a Massachusetts corporation ("*Assignor*"), and **ELAN-POLO, INC.**, a Missouri corporation ("*Assignee*").

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November 29, 2001 (the "*Purchase Agreement*"), providing for, among other things, the sale by Assignor of the Acquired Assets (as defined in the Purchase Agreement) to Assignee; and

**WHEREAS**, in conjunction with such sale, Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the trademark identified herein;

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants contained herein and in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used without definitions in the text of this Assignment shall have the same meanings ascribed to such terms in the Purchase Agreement.
2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the "Baby Evans" trademark having registration number 1991861 with the United States Patent and Trademark Office, together with (a) the registrations of and registration applications for the trademark, (b) the goodwill of the business symbolized by and associated with the trademark and the registrations thereof and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the trademark or the registrations thereof or such associated goodwill. Such Assignment is hereby subject to the Collateral Assignment dated January 11, 2000 between Assignor and L.B. Evans' Son Company Limited Partnership. Assignee hereby accepts such Assignment.
3. **Effect of Assignment.** In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of this Assignment shall govern and control.
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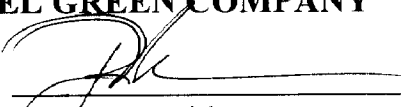
either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By:   
Name: James R. Reidman  
Title: Chairman and CEO

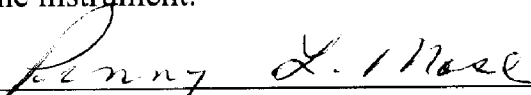
**ELAN-POLO, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the 27<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PENNY L. MASE  
Notary Public, State of New York  
No. 01MA5045204  
Qualified in Genesee County  
Commission Expires June 12, 2003

  
Notary Public



either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

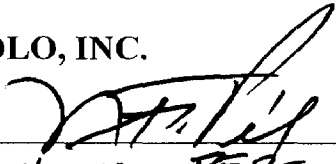
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**DANIEL GREEN COMPANY**

By: \_\_\_\_\_  
Name: James R. Reidman  
Title: Chairman and CEO

**ELAN-POLO, INC.**

By:   
Name: NICK PEREZ  
Title: ASSISTANT SECRETARY

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Tennessee )  
COUNTY OF Davidson ) ss.:

On the 28<sup>th</sup> day of December in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Perez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sherry A. Belis

Notary Public

## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "*Assignment*") is entered into as of December 27, 2001, by and between DANIEL GREEN COMPANY, a Massachusetts corporation ("*Assignor*"), and ELAN-POLO, INC., a Missouri corporation ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November 29, 2001 (the "*Purchase Agreement*"), providing for, among other things, the sale by Assignor of the Acquired Assets (as defined in the Purchase Agreement) to Assignee; and

WHEREAS, in conjunction with such sale, Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the trademark identified herein;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein and in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used without definitions in the text of this Assignment shall have the same meanings ascribed to such terms in the Purchase Agreement.

2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the "Hide-Aways" trademark having registration number 968690 with the United States Patent and Trademark Office, together with (a) the registrations of and registration applications for the trademark, (b) the goodwill of the business symbolized by and associated with the trademark and the registrations thereof and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the trademark or the registrations thereof or such associated goodwill. Such Assignment is hereby subject to the Collateral Assignment dated January 11, 2000 between Assignor and L.B. Evans' Son Company Limited Partnership. Assignee hereby accepts such Assignment.

3. **Effect of Assignment.** In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of this Assignment shall govern and control.

4. **Execution in Counterparts.** For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5. **Amendment; Waiver.** Any term or provision of this Assignment may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and


either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By:   
Name: James R. Reidman  
Title: Chairman and CEO


**ELAN-POLO, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the 27<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PENNY L. MASE  
Notary Public, State of New York  
No. 01MA5045204  
Qualified in Genesee County  
Commission Expires June 12, 2003

  
Notary Public

either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

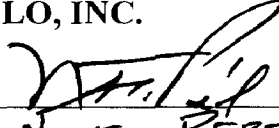
7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By: \_\_\_\_\_  
Name: James R. Reidman  
Title: Chairman and CEO

**ELAN-POLO, INC.**

By:  \_\_\_\_\_  
Name: NICK PERGZ  
Title: ASSISTANT SECRETARY

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Tennessee  
COUNTY OF Davidson) ss.:

On the 28<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Perez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sherry A. Biles  
Notary Public

## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "*Assignment*") is entered into as of December 27, 2001, by and between DANIEL GREEN COMPANY, a Massachusetts corporation ("*Assignor*"), and ELAN-POLO, INC., a Missouri corporation ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November 29, 2001 (the "*Purchase Agreement*"), providing for, among other things, the sale by Assignor of the Acquired Assets (as defined in the Purchase Agreement) to Assignee; and

WHEREAS, in conjunction with such sale, Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the trademark identified herein;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein and in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used without definitions in the text of this Assignment shall have the same meanings ascribed to such terms in the Purchase Agreement.
2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the "L.B. Evans since 1804" Trademark having registration number 1715920 with the United States Patent and trademark Office, together with (a) the registrations of and registration applications for the trademark, (b) the goodwill of the business symbolized by and associated with the trademark and the registrations thereof and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the trademark or the registrations thereof or such associated goodwill. Such Assignment is hereby subject to the Collateral Assignment dated January 11, 2000 between Assignor and L.B. Evans' Son Company Limited Partnership. Assignee hereby accepts such Assignment.
3. **Effect of Assignment.** In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of this Assignment shall govern and control.
4. **Execution in Counterparts.** For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
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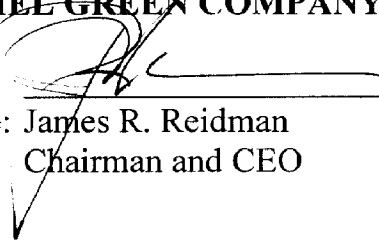
either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By:  \_\_\_\_\_

Name: James R. Reidman

Title: Chairman and CEO

**ELAN-POLO, INC.**

By: \_\_\_\_\_

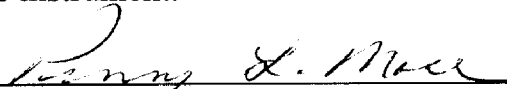
Name:

Title:

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the 27<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PENNY L. MASE  
Notary Public, State of New York  
No. 01MA5045204  
Qualified in Genesee County  
Commission Expires June 12, 2003

 \_\_\_\_\_  
Notary Public



either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

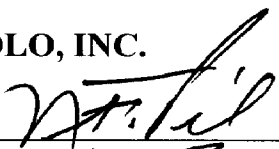
7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By: \_\_\_\_\_  
Name: James R. Reidman  
Title: Chairman and CEO

**ELAN-POLO, INC.**

By:  \_\_\_\_\_  
Name: NICK PEREZ  
Title: ASSISTANT SECRETARY

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Tennessee )  
COUNTY OF Dawson ) ss.:

On the 28<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Perez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sherry A. Biles  
Notary Public

## ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** (this "*Assignment*") is entered into as of December *27*, 2001, by and between **DANIEL GREEN COMPANY**, a Massachusetts corporation ("*Assignor*"), and **ELAN-POLO, INC.**, a Missouri corporation ("*Assignee*").

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November 29, 2001 (the "*Purchase Agreement*"), providing for, among other things, the sale by Assignor of the Acquired Assets (as defined in the Purchase Agreement) to Assignee; and

**WHEREAS**, in conjunction with such sale, Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the trademark identified herein;

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants contained herein and in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used without definitions in the text of this Assignment shall have the same meanings ascribed to such terms in the Purchase Agreement.

2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the "Daniel Green" trademark having registration number 1534442 with the United States Patent and Trademark Office, together with (a) the registrations of and registration applications for the trademark, (b) the goodwill of the business symbolized by and associated with the trademark and the registrations thereof and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the trademark or the registrations thereof or such associated goodwill. Assignee hereby accepts such Assignment

3. **Effect of Assignment.** In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of this Assignment shall govern and control.

4. **Execution in Counterparts.** For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5. **Amendment; Waiver.** Any term or provision of this Assignment may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such


waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

**IN WITNESS WHEREOF,** Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By:   
Name: James R. Reidman  
Title: Chairman and CEO

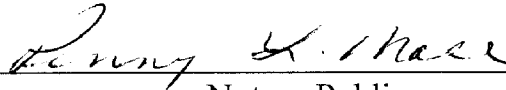
**ELAN-POLO, INC.**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the 27<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PENNY L. MASE  
Notary Public, State of New York  
No. 01MA5045204  
Qualified in Genesee County  
Commission Expires June 12, 2003

  
Notary Public

waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

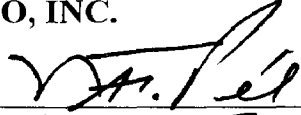
7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By: \_\_\_\_\_  
Name: James R. Reidman  
Title: Chairman and CEO

**ELAN-POLO, INC.**

By:   
Name: NICK PEREZ  
Title: ASSISTANT SECRETARY

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Tennessee  
COUNTY OF Dawson ss.:

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Sherry A. Biles  
Notary Public

## ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** (this "*Assignment*") is entered into as of December ~~27~~, 2001, by and between **DANIEL GREEN COMPANY**, a Massachusetts corporation ("*Assignor*"), and **ELAN-POLO, INC.**, a Missouri corporation ("*Assignee*").

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November 29, 2001 (the "*Purchase Agreement*"), providing for, among other things, the sale by Assignor of the Acquired Assets (as defined in the Purchase Agreement) to Assignee; and

**WHEREAS**, in conjunction with such sale, Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the trademark identified herein;

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants contained herein and in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used without definitions in the text of this Assignment shall have the same meanings ascribed to such terms in the Purchase Agreement.
2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the "Daniel Green" trademark having registration number 2016415 with the United States Patent and Trademark Office, together with (a) the registrations of and registration applications for the trademark, (b) the goodwill of the business symbolized by and associated with the trademark and the registrations thereof and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the trademark or the registrations thereof or such associated goodwill. Assignee hereby accepts such Assignment.
3. **Effect of Assignment.** In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of this Assignment shall govern and control.
4. **Execution in Counterparts.** For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
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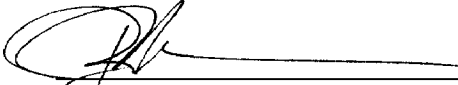
waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By:   
Name: James R. Reidman  
Title: Chairman and CEO


**ELAN-POLO, INC.**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the 27<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PENNY L. MASE  
Notary Public, State of New York  
No. 01MA5045204  
Qualified in Genesee County  
Commission Expires June 12, 2003

  
Notary Public



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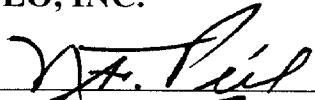
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**DANIEL GREEN COMPANY**

By: \_\_\_\_\_  
Name: James R. Reidman  
Title: Chairman and CEO

**ELAN-POLO, INC.**

By:   
Name: **NICK PERESE**  
Title: **ASSISTANT SECRETARY**

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Tennessee )  
COUNTY OF Davidson ss.:

On the 28<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Perez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sherry A. Baker

Notary Public

## ASSIGNMENT OF TRADEMARK

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2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the "American Country" trademark having registration number 1421986 with the United States Patent and Trademark Office, together with (a) the registrations of and registration applications for the trademark, (b) the goodwill of the business symbolized by and associated with the trademark and the registrations thereof and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the trademark or the registrations thereof or such associated goodwill. Such Assignment is hereby subject to the Collateral Assignment dated January 11, 2000 between Assignor and L.B. Evans' Son Company Limited Partnership. Assignee hereby accepts such Assignment.
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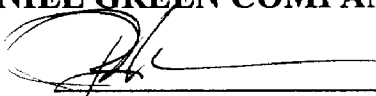
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7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By:   
Name: James R. Reidman  
Title: Chairman and CEO

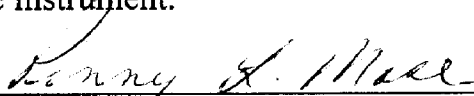
**ELAN-POLO, INC.**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the 27<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PENNY L. MASE  
Notary Public, State of New York  
No. 01MA5045204  
Qualified in Genesee County  
Commission Expires June 12, 2003

  
Notary Public

either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

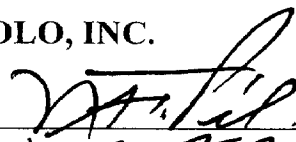
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**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By: \_\_\_\_\_  
Name: James R. Reidman  
Title: Chairman and CEO

**ELAN-POLO, INC.**

By:   
Name: NICK PEREZ  
Title: ASSISTANT SECRETARY

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Tennessee )  
COUNTY OF Davidson ss.:

On the 28<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Perez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sherry A. Giles

Notary Public

## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "*Assignment*") is entered into as of December 27, 2001, by and between DANIEL GREEN COMPANY, a Massachusetts corporation ("*Assignor*"), and ELAN-POLO, INC., a Missouri corporation ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November 29, 2001 (the "*Purchase Agreement*"), providing for, among other things, the sale by Assignor of the Acquired Assets (as defined in the Purchase Agreement) to Assignee; and

WHEREAS, in conjunction with such sale, Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the trademark identified herein;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein and in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used without definitions in the text of this Assignment shall have the same meanings ascribed to such terms in the Purchase Agreement.
2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the "American Country" trademark and design having registration number 1269359 with the United States Patent and Trademark Office, together with (a) the registrations of and registration applications for the trademark, (b) the goodwill of the business symbolized by and associated with the trademark and the registrations thereof and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the trademark or the registrations thereof or such associated goodwill. Such Assignment is hereby subject to the Collateral Assignment dated January 11, 2000 between Assignor and L.B. Evans' Son Company Limited Partnership. Assignee hereby accepts such Assignment.
3. **Effect of Assignment.** In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of this Assignment shall govern and control.
4. **Execution in Counterparts.** For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
5. **Amendment; Waiver.** Any term or provision of this Assignment may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and


either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

**DANIEL GREEN COMPANY**

By:   
Name: James R. Reidman  
Title: Chairman and CEO

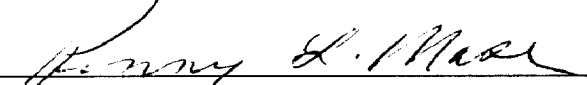
**ELAN-POLO, INC.**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the 27<sup>th</sup> day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PENNY L. MASE  
Notary Public, State of New York  
No. 01MA5045204  
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either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

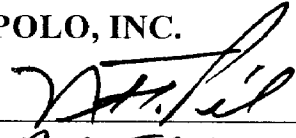
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**DANIEL GREEN COMPANY**

By: \_\_\_\_\_  
Name: James R. Reidman  
Title: Chairman and CEO

**ELAN-POLO, INC.**

By:  \_\_\_\_\_  
Name: ASSISTANT SECRETARY  
Title: NICK PEREZ

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Tennessee )  
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On the 28th day of December in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Perez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sherry A. Bilus  
Notary Public