

07-08-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

ELAN-POLO, INC.

4-28-02

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

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

3. Nature of conveyance:

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

Execution Date: 12/28/01

2. Name and address of receiving party(ies)

Name: DANIEL GREEN COMPANY

Internal

Address: _____

Street Address: 450 North Main Street

City: Old Town State ME Zip: 04468

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Massachusetts
- 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) 2,016,415

(DANIEL GREEN)

Additional number(s) attached Yes No

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

Name: Anne Davies Newman

Internal Address: _____

Woods Oviatt Gilman LLP

Street Address: 2 State Street, Suite 700

City: Rochester State: NY Zip: 14614

6. Total number of applications and registrations involved: _____

10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Anne Davies Newman
Name of Person Signing

Anne Davies Newman
Signature

June 21, 2002
Date

Total number of pages including cover sheet, attachments, and document: **6**

07/05/2002 6TON11 00000228 2016415

01 FC:481
02 FC:482

40.00 OP
225.00 OP

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

TRADEMARK
REEL: 002538 FRAME: 0745

Trademark Recordation Form Cover Sheet: p. 2.:

Reg. No. 1,534,442 – (DANIEL GREEN)

Reg. No. 627,904 – (EVANS)

Reg. No. 968,690 – (HIDE-AWAYS)

Reg. No. 1,035,387 – (BARONET)

Reg. No. 1,269,359 – (AMERICAN COUNTRY & DESIGN)

Reg. No. 421,986 – (AMERICAN COUNTRY)

Reg. No. 1,715,920 – (LB EVANS SINCE 1804)

Reg. No. 991,861 – (BABY EVANS)

Reg. No. 2,051,624 – (STROLLER)

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COLLATERAL ASSIGNMENT

This COLLATERAL ASSIGNMENT (this "*Agreement*") is made on the 28 day of December, 2001, between DANIEL GREEN COMPANY, a Massachusetts corporation ("*Daniel Green*"), and ELAN-POLO, INC., a Missouri corporation ("*Elan-Polo*").

WHEREAS, the Daniel Green and Elan-Polo have entered into an Asset Purchase Agreement dated November 29, 2001 (the "*Asset Purchase Agreement*") whereby Elan-Polo will acquire certain assets of Daniel Green, including, but not limited to, certain trademarks of the Daniel Green and its rights to use other trademarks; and

WHEREAS, for part of the purchase price, Elan-Polo has agreed to pay Daniel Green an amount equal to certain percentages of the net sales of certain products sold under the trademarks and to secure such obligations with a collateral assignment of, and security interest in the collateral described herein.

NOW, THEREFORE, in consideration of the premises, Elan-Polo hereby agrees with Daniel Green as follows:

1. To secure full and timely payment of both the Daniel Green Brand Payment (as defined in Section 2.2(b)(i) of the Asset Purchase Agreement) and the L.B. Evans Brand Payment (as defined in Section 2.2(b)(ii) of the Asset Purchase Agreement) (the Daniel Green Brand Payment and the L.B. Evans Brand Payment collectively referred to as the "*Deferred Payment*"), Elan-Polo hereby transfers, assigns and grants to Daniel Green a continuing, first priority security and lien interest in all of Elan-Polo's right, title and interest to the Trademarks (as defined in Section 1.1(a)(iii) (D) of the Asset Purchase Agreement) and all related goodwill, together with (i) renewals of the Trademarks, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect the Trademarks, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world.

2. An event of default shall occur under this Agreement only where Elan-Polo fails to make the Deferred Payment within thirty (30) days following a determination by Deloitte & Touche of such Deferred Payment amount owing as set forth in Section 2.2(c) of the Asset Purchase Agreement.

3. Upon the occurrence and during the continuance of an event of default, Daniel Green shall have the right to complete as assignee and record with the United States Patent and Trademark Office an assignment of the Trademarks. Notice of any sale, license or other disposition of the Trademarks shall be given to Elan-Polo at least five (5) days before the time that any intended public or private sale or other disposition of the Trademarks is to be made.

4. At such time as the Deferred Payment shall have been finally paid and satisfied in full, this Agreement shall terminate and Daniel Green shall execute and deliver to Elan-Polo all documents and instruments as may be necessary or proper to revest in Elan-Polo the entire rights,

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title and interest in the Trademarks previously granted, assigned, transferred and conveyed to Daniel Green by Elan-Polo pursuant to this Agreement, as if this Agreement had not been made, subject to any sale or disposition of all or any part thereof that may have been previously made by Daniel Green pursuant hereto. Elan-Polo agrees that until the Deferred Payments shall have been indefeasibly satisfied in full, Elan-Polo will not, without Daniel Green's prior written consent, enter into any document, instrument or agreement which is inconsistent with Elan-Polo's obligations under this Assignment. Elan-Polo further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Daniel Green under this Assignment.

5. No course of dealing between Elan-Polo and Daniel Green, nor any failure to exercise, nor any delay in exercising, on the part of the Daniel Green, any right, power or privilege hereunder or any other agreement shall operate as the waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6. This Agreement is subject to modification only by a writing signed by the parties hereto.

7. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

8. This Agreement 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.

WHEREAS, the parties have executed and delivered this Agreement the date first above written.

DANIEL GREEN COMPANY

By: 

Name: _____

Title: _____

ELAN-POLO, INC.

By: _____

Name: _____

Title: _____

title and interest in the Trademarks previously granted, assigned, transferred and conveyed to Daniel Green by Elan-Polo pursuant to this Agreement, as if this Agreement had not been made, subject to any sale or disposition of all or any part thereof that may have been previously made by Daniel Green pursuant hereto. Elan-Polo agrees that until the Deferred Payments shall have been indefeasibly satisfied in full, Elan-Polo will not, without Daniel Green's prior written consent, enter into any document, instrument or agreement which is inconsistent with Elan-Polo's obligations under this Assignment. Elan-Polo further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Daniel Green under this Assignment.

5. No course of dealing between Elan-Polo and Daniel Green, nor any failure to exercise, nor any delay in exercising, on the part of the Daniel Green, any right, power or privilege hereunder or any other agreement shall operate as the waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6. This Agreement is subject to modification only by a writing signed by the parties hereto.

7. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

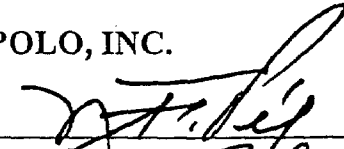
8. This Agreement has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

WHEREAS, the parties have executed and delivered this Agreement the date first above written.

DANIEL GREEN COMPANY

By: _____
Name:
Title:

ELAN-POLO, INC.

By: 
Name: NICK PEREZ
Title: ASSISTANT SECRETARY

Schedule 1.1

List of Assigned Trademarks

"Daniel Green"*	clothing	Int'l Class 25	Reg. No. 2,016,415
"Daniel Green"*	shoes, slippers	Int'l Class 25	Reg. No. 1,534,442
"Daniel Green"*	Canadian		Reg. No. 361,966
"Daniel Green"*	Mexican		Reg. No. 545,563
Daniel Green Logo*	shoes, slippers	Int'l Class 25	Serial No. 75/545,507
Evans			627,904
Evans and design			0633680
Hide-Aways			968,690
Baronet			1,035,387
American Country & Design			1,269,359
American Country			1,421,986
LB Evans Since 1804			1,715,920
Baby Evans			1,991,861
Stroller			2,051,625
Lady Evans			2,061,769
LB Evans and Design	New Zealand		63345
LB Evans	Australia		A152,503
LB Evans since 1804	France		94,509,076
LB Evans since 1804	Germany		2,086,159
LB Evans since 1804	Italy		0069055
LB Evans since 1804	Benelux		557,702
LB Evans	Japan		4,140,980

*Subject to Elan-Polo's grant to Daniel Green of a license to use the name "Daniel Green" pursuant to Section 7.2 of the Asset Purchase Agreement.