

07-16-2002

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TRADEMARKS ONLY

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

Form PTO-159 PATENT & TRADEMARK OFFICE
(Rev. 03/01)
OMB No. 0651-0027 (exp. 6/31/2002)

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):

DSW Shoe Warehouse, Inc. **6-20-02**

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

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

2. Name and address of receiving party(ies)

Name: Cerberus Partners, L.P.
 Internal Address: _____
 Address: _____

Street Address: 425 Park Avenue, 28th Floor
 City: New York State: NY Zip: 10022

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership Delaware
 Corporation-State
 Other L.L.C.

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

TRADEMARK FEE PROCESS RECEIVED
 2002 JUN 20 A 9:09
 US PATENT & TRADEMARK OFFICE

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 11, 2002

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

A. Trademark Application No.(s) See attached schedule

Additional number(s) attached Yes No

B. Trademark Registration No.(s) see attached schedule

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

Name: Scott M. Kareff, Esq.
 Internal Address: Schulte, Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 17

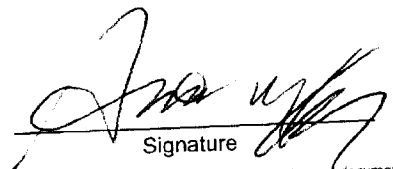
7. Total fee (37 CFR 3.41).....\$ 440.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 500675 - Schulte, Roth & Zabel

DO NOT USE THIS SPACE

9. Signature.

Scott M. Kareff, Esq.  June 17, 2002
 Name of Person Signing Signature Date

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

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

07/15/2002 LMUELLER 00000069 2081183
 01 FC:481 40.00 OP
 02 FC:482 400.00 OP

TRADEMARK
REEL: 002543 FRAME: 0618

SCHEDULE

A. REGISTERED FEDERAL AND STATE TRADEMARKS AND SERVICE MARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
A BETTER WAY TO BUY BETTER SHOES	2,081,183	7/22/97
CROWN SHOES	1,655,849	9/03/91
DSW	1,891,493	4/25/95
DSW	2,449,341	5/8/01
DSW CLUB	2,206,291	12/01/98
DSW SHOE WAREHOUSE	1,895,449	5/23/95
DSW SHOE WAREHOUSE (and Design)	2,238,281	4/13/99
DSW SHOES	2,356,300	6/6/00
DSW SHOES	2,366,566	7/11/00
REWARD YOUR STYLE	2,255,757	6/22/99
THE BIGGEST NEWS IN SHOES	2,211,166	12/15/98
WE FIT YOUR STYLE	1,951,534	1/23/96
WHERE THE ONLY THING BIGGER THAN SAVINGS IS THE SELECTION	1,786,009	8/3/93

B. FEDERAL AND STATE TRADEMARK AND SERVICE MARK APPLICATIONS

MARK	SERIAL NUMBER	FILING DATE
EXTREME CLEARANCE	76/352,696	12/21/01
EXTREME CONVENIENCE	76/355,137	1/4/02
EXTREME SELECTION	76/355,629	1/4/02
EXTREME VALUE	76/354,750	1/3/02

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, DSW Shoe Warehouse, Inc., a Missouri corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated June 11, 2002 (the "Security Agreement"), in favor of Cerberus Partners, L.P., as agent for certain lenders under Amendment No 1 to the Amended and Restated Senior Convertible Loan Agreement (the "Assignee");

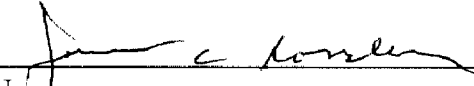
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 11, 2002.

DSW SHOE WAREHOUSE, INC.

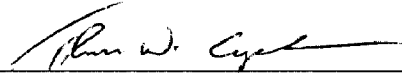
By: 
Name: _____
Title:

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 11th day of June, 2002, before me personally came John C. Rossler, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Executive Officer of DSW Shoe Warehouse, Inc., a Missouri corporation, and that he executed the foregoing instrument in the firm name of DSW Shoe Warehouse, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

By: 

THOMAS W. CAPLIS
Notary Public, State of New York
No. 01CA8024777
Qualified in New York County
Commission Expires May 17, 2003

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

TRADEMARKS AND TRADEMARK APPLICATIONS

DSW Shoe Warehouse, Inc.

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