

08-15-2002

Attorney Docket No.: B00840/4000 (DRW)

Document ID Number: 102085239



102190966

FORM COVER SHEET  
MARKS ONLY

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE  
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):  
Bennett Footwear Group LLC

8-13-02

- Individual(s)
- General Partnership
- Corporation-Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Corrective Document Reel and Frame No. 01855/0356 to 001855/0359
- Merger
- Change of Name

Execution Date: February 5, 1999

2. Name and address of receiving party(ies)

Name: Citizens Business Credit Company, a Division of Citizens Leasing Corp.

Internal Address:  
Street Address: 28 State Street, Boston, MA 02109

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-Rhode Island \_\_\_\_\_
- 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)  
SEE ATTACHED EXHIBIT A  
AT REEL AND FRAME NO. 001855/0356-TO. 001855/0359

B. Trademark Registration No.(s)  
SEE ATTACHED SCHEDULE A  
AT REEL AND FRAME NO. 001855/0356-TO. 001855/0359

Additional numbers attached?  Yes  No

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

Name: Douglas R. Wolf  
Address: WOLF, GREENFIELD & SACKS, P.C.  
Federal Reserve Plaza  
600 Atlantic Avenue  
Boston, MA 02210

6. Total number of applications and registrations involved: [ 29 ]

7. Total fee (37 CFR 3.41).....\$ 740.00  
 PAID

RECEIVED  
SEP 12 10 09 15  
PATENT SECTION

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.

Douglas R. Wolf  
Name

Signature

Date

August 7, 2002

Total number of pages including cover sheet, attachments, and document: [14]

Mail documents to be recorded with required cover sheet information to:

Box Assignment  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

TRADEMARK  
REEL: 002562 FRAME: 0983

Our File No.	Country	MARK	Class	Serial No. Filing Date	Pat. No. Issue Date	Status
E0032/2005	U.S.	ZODIAC	25	141745 9/9/77	1133173 4/15/80	Renewal Due on 4/15/00
E0032/2005DK	Denmark	ZODIAC	25	9109/95 11/28/95	VR5014 9/6/96	Renewal Due on 9/6/96
E0032/2005ES	Spain	ZODIAC	25	2000001	2/5/97	Response Due 10/9/97
E0032/2005GB	Great Britain	ZODIAC	25	2046636 11/27/95		Renewal Due on 5/28/06
E0032/2005IS	Iceland	ZODIAC	25		6081996 5/28/96	Active File as of 10/10/95
E0032/2005IT	Italy	ZODIAC	25			Published 2/24/97
E0032/2005JP	Japan	ZODIAC	25	67872/1995 7/5/95		Cancelled 2/22/83
E0032/2006	U.S.	ENCORE	25	51054 5/1/75	1059943 2/22/77	Renewal Due on 1/26/02
E0032/2007	U.S.	ZODIAC U.S.A.	25	263163 5/22/80	1187786 1/26/82	Published 4/30/96
E0032/2007CO	Colombia	ZODIAC U.S.A.		284262 4/12/88		

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Our File No.	Country	MARK	Class	Serial No. Filing Date	Pat. No. Issue Date	Status
E0032/	Norway	ZODIAC U.S.A.				Case Not Filed 12/24/87
E0032/	U.S.	ZODIAC	25	444373 9/19/83	1309114 12/11/84	Renewal Due on 12/11/04
E0032/2009	U.S.	ZODIAC		480427	1329724 4/9/85	Renewal Due on 4/9/05
E0032/2010	U.S.	ZODIAC USA		477823 4/30/84	1328520 4/2/85	Renewal Due on 4/2/05
E0032/2011	U.S.	ZODIAC & Design	25	73/679649 7/30/87	1486193 4/26/88	Renewal Due on 4/26/08
E0032/2011SG	Singapore	ZODIAC	25	2434/91 3/1/91	2434/91 3/1/91	Renewal Due on 3/1/01
E0032/2011TW	Taiwan	ZODIAC	25	78-1006 1/7/89	456029 11/1/89	Renewal Due on 3/30/99
E0032/2013	U.S.	ZODIAC SPORT	25	74/094551 9/7/90	1657483 9/17/91	Section 8 & 15 Must be Filed by 9/17/97.
E0032/2015CA	Canada	ENCORE ZODIAC USA	25	628707 3/31/89	406293 12/18/92	Proof of Use Required by 12/18/95
E0032/2019	U.S.	ZODIAC	18	74/019502 1/16/90	2136052 2/10/98	Sec. 8 & 15 Due 2/10/04

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November 6, 1998

2

SCHEDULE OF ZODIAC TRADEMARKS

Our File No.	Country	MARK	Class	Serial No. Filing Date	Pat. No. Issue Date	Status
E0032/2020	U.S.	ZODIAC USA	25	74/019660 1/16/90		Statement of Use Accepted 6/18/97
E0032/2021	U.S.	ZODIAC USA	18	74/019335 1/16/90	2159130 5/19/98	Sec. 8 & 15 Due 5/19/04
E0032/2022	U.S.	ZODIAC INTERNATIONAL	25	74/071951 6/22/90	2116487 11/25/97	Sec. 8 & 15 Due 11/25/03
E0032/2023	U.S.	FOOT-Z & Logo	25	74/100398 9/19/90	1762934 4/16/93	Affidavit Under Sections 8 & 15 Due 4/6/99
E0032/2027TW	Tawain	COMPANY Z	25	82-14182 4/2/93	620837 11/16/93	Renewal Due on 11/15/03
E0032/2030	U.S.	ZODIAC	25	74/401600 6/14/93	1936302 11/21/95	Section 8 & 15 Must be Filed by 11/21/01
E0032/2033	U.S.	ZODIAC USA	25	75/010389 10/25/95	2053577 4/15/97	Section 8 & 15 Must be Filed by 4/15/03
E0032/2035	U.S.	POWER SURGE		75/278363 4/18/97		Statement of Use &/or Ext. Due 11/26/98

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TRADEMARK  
REEL: 1856 FRAME: 0358  
TRADEMARK  
REEL: 002562 FRAME: 0986

November 6, 1998

3

SCHEDULE OF ZODIAC TRADEMARKS



Our File No.	Country	MARK	Serial No. Filing Date	Pat. No. Issue Date	Status
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E0032/7000	U.S.	SHOE SOLE (5 SPEED BOTTOM	07/118810 11/09/87	D305578 01/23/90	Expiration Date 01/23/04
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November 5, 1998

-1-

SCHEDULE OF ENCORE PATENTS

05-10-2002



102085239

# ION FORM COVER SHEET DEMARKS ONLY

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE  
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):  
Bennett Footwear Group LLC

4-29-02

- Individual(s)
- General Partnership
- Corporation-Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Correction to the nature of conveyance: change from "Assignment of a part of Assignor Interest" to "Security Agreement"
- Merger
- Change of Name

Execution Date: February 5, 1999

2. Name and address of receiving party(ies)

Name: Citizens Business Credit Company, a Division of Citizens Leasing Corp.  
Internal Address:  
Street Address: 28 State Street, Boston, MA 02109

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-Rhode Island \_\_\_\_\_
- 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)  
SEE ATTACHED EXHIBIT A  
AT REEL AND FRAME NO. 001855/0356-TO. 001855/0359

B. Trademark Registration No.(s)  
SEE ATTACHED SCHEDULE A  
AT REEL AND FRAME NO. 001855/0356-TO. 001855/0359

Additional numbers attached?  Yes  No

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

Name: Douglas R. Wolf  
Address: WOLF, GREENFIELD & SACKS, P.C.  
Federal Reserve Plaza  
600 Atlantic Avenue  
Boston, MA 02210

6. Total number of applications and registrations involved: [ 29 ]

7. Total fee (37 CFR 3.41).....\$ 740.00  
 Enclosed

OFFICE OF PUBLIC RECORDS  
2002 APR 29 PM 12:41  
FINANCE SECTION

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.

Name: Douglas R. Wolf      Signature:      Date: 4-19-02

Total number of pages including cover sheet, attachments, and document: [14]

Mail documents to be recorded with required cover sheet information to:

Box Assignment  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

09/2002 TBI/21 00000141 1133173

FC:461 40.00 OP  
FC:462 700.00 BP

TRADEMARK  
REEL: 002562 FRAME: 0988

~~02-18-1999~~

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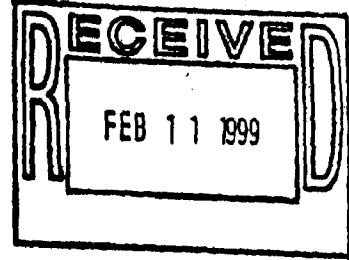


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Cover Sheet

For Trademark Assignment  
From Bennett Footwear Group LLC  
To Citizens Business Credit Company



MRO  
2-11-99

Please record the enclosed Collateral Assignment of Trademarks between Bennett Footwear Group LLC and Citizens Business Credit Company dated as of February 5, 1999 (the "Assignment").

1. The name of the party conveying the interests is:

Bennett Footwear Group LLC, a Delaware limited liability company (the "Assignor")

2. The name and address of the party receiving the interests is:

Citizens Business Credit Company  
a division of Citizens Leasing Corp.,  
a Rhode Island Corporation ("Bank")  
28 State Street  
Boston, MA 02109

3. Assignor collaterally assigns to the Bank and creates a security interest in favor of the Bank in and to the trademark and service marks and the good will associated therewith (hereinafter, the "Marks") listed on EXHIBIT A, annexed hereto.

4. Correspondence relating to the Assignment or the recordation thereof should be sent to:

Toni Lopes  
Goulston & Storrs, P.C.  
400 Atlantic Avenue  
Boston, MA 02110

440E

5. The Assignment conveys the interests described above with respect to a total of seventeen (17) service marks, and the total fee for recordation, which fee accompanies this cover sheet, is \$440.00.

6. The Assignment was executed as of February 5, 1999.

7. The Bank is domiciled in the United States.

02/17/1999 00000203 1133173

01 FC:441  
02 FC:442

40.00 DP  
400.00 DP

GSDocs-736438-1

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99 FEB 11 AM 9:32  
ASSIGNMENT BRANCH

TRADEMARK  
REEL: 1855 FRAME: 0354  
TRADEMARK

REEL: 002562 FRAME: 0989

8. To the best of the undersigned's knowledge and belief, the information contained in this Cover Sheet is true and correct, and the copy of the Assignment accompanying this Cover Sheet and being recorded herewith is a true copy of the original Assignment.

IN WITNESS WHEREOF, the undersigned Assignee has executed this Cover Sheet this 10th day of February, 1999.

  
Antónia E. Lopes

Total Page Count, Including  
this Cover Sheet and the Assignment: 13



Our File No.	Country	MARK	Class	Serial No. Filing Date	Pat. No. Issue Date	Status
E0032/2005	U.S.	ZODIAC	25	141745 9/9/77	1133173 4/15/80	Renewal Due on 4/15/00
E0032/2005DK	Denmark	ZODIAC	25	9109/95 11/28/95	VR5014 9/6/96	Renewal Due on 9/6/96
E0032/2005ES	Spain	ZODIAC	25	2000001	2/5/97	
E0032/2005GB	Great Britain	ZODIAC	25	2046636 11/27/95		Response Due 10/9/97
E0032/2005IS	Iceland	ZODIAC	25		6081996 5/28/96	Renewal Due on 5/28/06
E0032/2005IT	Italy	ZODIAC	25			Active File as of 10/10/95
E0032/2005JP	Japan	ZODIAC	25	67872/1995 7/5/95		Published 2/24/97
E0032/2006	U.S.	ENCORE	25	51054 5/1/75	1059943 2/22/77	Cancelled 2/22/83
E0032/2007	U.S.	ZODIAC U.S.A.	25	233163 5/22/80	1187786 1/26/82	Renewal Due on 1/26/02
E0032/2007CO	Colombia	ZODIAC U.S.A.		284262 4/12/88		Published 4/30/96

\*

November 6, 1998

Our File No.	Country	MARK	Class	Serial No. Filing Date	Pat. No. Issue Date	Status
E0032/2007NO	Norway	ZODIAC U.S.A.				Case Not Filed 12/24/87
E0032/2008	U.S.	ZODIAC	25	444373 9/19/83	1309114 12/11/84	Renewal Due on 12/11/04
E0032/2009	U.S.	ZODIAC		480427	1329724 4/9/85	Renewal Due on 4/9/05
E0032/2010	U.S.	ZODIAC USA		477823 4/30/84	1328520 4/2/85	Renewal Due on 4/2/05
E0032/2011	U.S.	ZODIAC & Design	25	73/679649 7/30/87	1486193 4/26/88	Renewal Due on 4/26/08
E0032/2011SG	Singapore	ZODIAC	25	2434/91 3/1/91	2434/91 3/1/91	Renewal Due on 3/1/01
E0032/2011TW	Taiwan	ZODIAC	25	78-1006 1/7/89	456029 11/1/89	Renewal Due on 3/30/99
E0032/2013	U.S.	ZODIAC SPORT	25	74/094551 9/7/90	1657483 9/17/91	Section 8 & 15 Must be Filed by 9/17/97
E0032/2015CA	Canada	ENCORE ZODIAC USA	25	628707 3/31/89	406293 12/18/92	Proof of Use Required by 12/18/95
E0032/2019	U.S.	ZODIAC	18	74/019502 1/16/90	2136052 2/10/98	Sec. 8 & 15 Due 2/10/04

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November 6, 1998

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SCHEDULE OF ZODIAC TRADEMARKS



Our File No.	Country	MARK	Class	Serial No. Filing Date	Pat. No. Issue Date	Status
E0032/2020	U.S.	ZODIAC USA	25	74/019660 1/16/90		Statement of Use Accepted 6/18/97
E0032/2021	U.S.	ZODIAC USA	18	74/019335 1/16/90	2159130 5/19/98	Sec. 8 & 15 Due 5/19/04
E0032/2022	U.S.	ZODIAC INTERNATIONAL	25	74/071951 6/22/90	2116487 11/25/97	Sec. 8 & 15 Due 11/25/03
E0032/2023	U.S.	FOOT-Z & Logo	25	74/100398 9/19/90	1762934 4/16/93	Affidavit Under Sections 8 & 15 Due 4/6/99
E0032/2027TW	Tawain	COMPANY Z	25	82-14182 4/2/93	620837 11/16/93	Renewal Due on 11/15/03
E0032/2030	U.S.	ZODIAC	25	74/401600 6/14/93	1936302 11/21/95	Section 8 & 15 Must be Filed by 11/21/01
E0032/2033	U.S.	ZODIAC USA	25	75/010389 10/25/95	2053577 4/15/97	Section 8 & 15 Must be Filed by 4/15/03
E0032/2035	U.S.	POWER SURGE		75/278363 4/18/97		Statement of Use &/or Ext. Due 11/26/98

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Our File No.	Country	MARK	Serial No. Filing Date	Pat. No. Issue Date	Status
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E00327000	U.S.	SHOE SOLE (5 SPEED BOTTOM	07/118810 11/09/87	D305578 01/23/90	Expiration Date 01/23/04
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Date: February 5, 1999

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to secure the Liabilities of

Bennett Footwear Group LLC (the "Assignor"), a Delaware limited liability company with its principal executive offices at 145 Wells Avenue, Newton, Massachusetts 02459,

to

Citizens Business Credit Company, a division of Citizens Leasing Corp. (hereinafter, the "Bank"), a Rhode Island corporation with offices at 28 State Street, Boston, Massachusetts 02109.

under the Loan and Security Agreement of even date (as amended from time to time, the "Loan Agreement") between the Assignor and the Bank, the Assignor hereby collaterally assigns to the Bank and creates a security interest in favor of the Bank in and to the trademark and service marks and the good will associated therewith (hereinafter, the "Marks") listed on EXHIBIT A, annexed hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. Until this Collateral Assignment is terminated by a duly authorized officer of the Bank, the Assignor shall undertake the following with respect to each Mark until, in the case of any Marks other than the Marks indicated with an asterisk on EXHIBIT A, annexed hereto, the relevant Mark is no longer used in, or material to the operation of, the business of the Assignor:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Assignor's sole cost, expense, and risk, take any and all action which reasonably may be necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

In the event of any failure by the Assignor to perform any of its obligations set forth above within twenty (20) Business Days after written notice from the Bank, the Bank may (but shall not be required to) act in the Assignor's place and stead. Any reasonable costs or expenses which the Bank incurs on account of so acting shall be deemed Costs of Collection reimbursable by the Assignor to the Bank as provided in the Loan Agreement.


3. (a) Upon the occurrence of any Event of Default, the Bank shall have, and may exercise, all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Mass. Gen. Laws Ch 106) in addition to which the Bank may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and not been waived and that the Bank is authorized to exercise such rights and remedies.

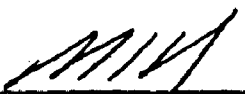
(b) The Assignor hereby irrevocably constitutes and designates the Bank as and for the Assignor's attorney in fact, upon and following the occurrence of any such Event of Default and so long as the same is continuing, to execute all and singular such instruments, documents, and papers as the Bank reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Collateral Assignment is terminated by a duly authorized officer of the Bank.

IN WITNESS WHEREOF, the Assignor and the Bank respectively have caused this Agreement to be executed by officers duly authorized so to do on the date first above written.

BENNETT FOOTWEAR GROUP LLC  
(the "Assignor")

CITIZENS BUSINESS CREDIT  
COMPANY, a division of Citizens  
Leasing Corp.  
(the "Bank")

By:   
Executive Vice President

By:   
VICE PRESIDENT

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

February 5, 1999

Then personally appeared before me Green Rikatt who acknowledged that he/she is the Exec. V. Pres. of Bennett Footwear Group LLC and that he/she executed the foregoing instrument on behalf of its Board of Managers and Members as his/her free act and deed.

Antonia Lopes  
Notary Public

My Commission Expires: \_\_\_\_\_

ANTONIA LOPES, NOTARY PUBLIC  
MY COMMISSION EXPIRES SEPT. 24, 2004

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

February 5, 1999

Then personally appeared before me Ralph Letner who acknowledged that he/she is the Vice President of Citizens Business Credit Company, a division of Citizens Leasing Corp. and that he/she executed the foregoing instrument on behalf of its Board of Directors as his/her free act and deed.

Antonia Lopes  
Notary Public

My Commission Expires: \_\_\_\_\_

ANTONIA LOPES, NOTARY PUBLIC  
MY COMMISSION EXPIRES SEPT. 24, 2004