

6-11-02

11-04-2002



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

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)

Edison Brothers Stores, Inc

- 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: Weiss and Neuman Shoe Co.

Internal Address

Street Address: 1209 Washington Avenue

City: St. Louis State: MO Zip: 63103

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Missouri, 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

3. Nature of conveyance

Trademark Assignment subject to Concurrent Use Agreement with Novus, Inc

- Assignment, Security Agreement, Merge, Change of Name

Other: Correction of Error Reel 001968 Frame 0014 to show existence of current Agreement, Execution Date June 23, 1998

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

A. Trademark Application No (s)

See Attached

B. Trademark Registration No (s)

See Attached

Additional number(s) attached Yes No

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

Wendy L. Boldt

Name: Blackwell Sanders Peper Martin

Internal Address

6. Total number of applications and registrations involved

43

7 Total fee (37 CFR 3.41) \$ 1,090.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number

1090E

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Wendy L. Boldt

Name of Person Signing

Signature

5/30/02

Date

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

32

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

TMARK	REGNO
615 COMFORT COLLECTION	1,828,910
ALL-ABOUTS	703,587
ATTACH II (STYLIZED)	1,559,997
B.Y.O.S. & DESIGN	1,569,446
BAKER'S	719,778
CAPTIVATORS (STYLIZED)	418,722
CASUALETS (STYLIZED)	389,236
COSMICS	2,070,006
COSMICS & DESIGN	1,459,800
DANCIN' & DESIGN	1,503,929
DELINDA	745,529
DUCK DESIGN	1,558,021
DUCK DESIGN	1,547,460
EBS (STYLIZED)	723,149
INTAGLIO	772,364
JOHN MALLOY	857,971
MAR-V-LUS (STYLIZED)	228,068
NO PARKING	1,943,049
PEACOCKS & DESIGN	1,897,614
PEACOCKS & DESIGN	1,477,700
PEACOCKS PREMIER	1,943,042
PEACOCKS SIGNATURE SERIES & DES.	1,918,063
PREVIA & DESIGN	1,528,374
QUALI CRAFT (STYLIZED)	430,591
RIVERSTONE & DESIGN	1,994,359
SHEELD	823,905
SWEETS (STYLIZED)	1,430,331
SWING & DESIGN	1,504,057
THE LEGWORKS	986,497
THE WILD PAIR	977,532
THE WILD PAIR	955,819
THE WILD PAIR & DESIGN	1,495,801
THE WILD PAIR (STYLIZED)	1,198,008
TOPICALS	727,741
VELOCITY	1,594,711
WILD THINGS (STYLIZED)	1,530,860
WILD WEAR (STYLIZED)	1,482,435

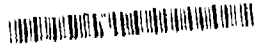
TMARK	APPNO
BAKERS	75/449,163
BAKERS COMFORT COLLECTION	75/577,242
EC EUROCLUB	75/627,807
MOSA	75/501,190
NO PARKING & DESIGN	75/505,112
NP and Design	75/501,178

FORM PTO-161&2

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10-14-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



10-06-1999

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U.S. Patent & TMO - TM Mail Rpt Dt #3-

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment * License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name *For all of United States
except Puerto Rico
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
6 23 99

Name Edison Brothers Stores, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Weiss and Nauman Shoe Co.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1209 Washington Avenue

Address (line 2) _____

Address (line 3) St. Louis
City

Missouri
State/Country

63103
Zip Code

- Individual General Partnership Limited Partnership if document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Missouri

10/15/1999 RTHA11 00000155 182691

FOR OFFICE USE ONLY

01 FD:48- 40.00 DF
02 FD:48- 1050.00 DF

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002570 FRAME: 0004

ASSIGNMENT OF RIGHTS
(Subject to Concurrent Use)

THIS ASSIGNMENT OF RIGHTS (Subject to Concurrent Use) ("Assignment") is made and entered into as of this 23rd day of June, 1999 ("Effective Date"), by and between Edison Brothers Stores, Inc., a Delaware corporation ("Assignor"), and Weiss and Neuman Shoe Co., a Missouri corporation ("Assignee")

RECITALS

- A Assignor and Assignee are parties to an Asset Purchase Agreement, dated May 19, 1999 (as amended, the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets, properties and rights pertaining to the business of Assignor
- B Assignor is the owner of the right, title and interest in and to the trademarks, service marks, trade names and copyrights, and in each instance owns the registrations and applications for registration thereof, as identified and set forth on Schedule A attached hereto (the "Marks")
- C In furtherance of the transactions contemplated by the Asset Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks, and the registrations and applications for registration thereof, and the goodwill associated therewith, subject to a concurrent use agreement to be executed between Assignee and Novus, Inc. (the Concurrent Use Agreement").

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, subject to the Concurrent Use Agreement, Assignor's entire right, title and interest in and to the Marks, whether statutory or at common law, together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications for registration thereof, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives.

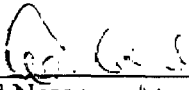
Assignor authorizes and requests the Commission of Patents and Trademarks to record Assignee as assignee and owner of the Marks, and applications and registrations therefor, in the United States, but excepting the Commonwealth of Puerto Rico.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of


attorney or other documentation as may be reasonably required). (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks. (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional protection for the Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) the implementation and perfection of this Assignment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed on its behalf as of the Effective Date.

"Assignor"
Edison Brothers Stores, Inc.

By: 
Printed Name: A. A. Seal
Title: National Vice President

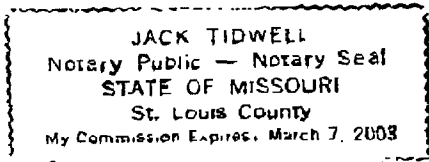
"Assignee"
Weiss and Neuman Shoe Co.

By: 
Printed Name: Peter Edman
Title: President

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this 22nd day of June, 1999, before me appeared Alan A. Sachs, to me known, who, being by me duly sworn, did say that he executed the foregoing Assignment on behalf of Edison Brothers Stores, Inc., and acknowledged said Assignment to be his free act and deed and the free act and deed of Edison Brothers Stores, Inc., for the purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

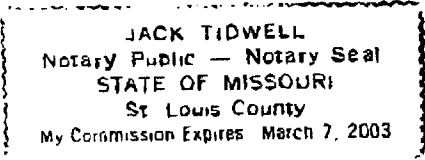


[Signature]
Notary Public

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 23rd day of June, 1999, before me appeared Peter Edison, to me known, who, being by me duly sworn, did say that he executed the foregoing Assignment on behalf of Weiss and Neuman Shoe Co., and acknowledged said Assignment to be his free act and deed and the free act and deed of Weiss and Neuman Shoe Co., for the purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



[Signature]
Notary Public

SCHEDULE A

REGISTRATIONS IN THE U.S. PTO FOR BAKERS

Mark	Class	Reg. Number	Reg. Date
613 COMFORT COLLECTION	25	1,828,910	3/29/92
ALL-ABOUTS	25	703,587	8/30/60
ATTACH II (Stylized)	25	1,599,997	10/10/80
BY O S & Design	5	1,569,446	12/5/84
BAKER'S	5	719,776	8/8/71
CAPTIVATORS (Stylized)	25	418,722	1/8/46
CASUALETS (Stylized)	25	389,236	7/29/41
COSMICS	25	2,070,006	6/10/97
COSMICS & Design	5	1,459,800	10/6/87
DANCIN' & Design	18	1,503,929	9/13/88
DEI LINDA	25	745,529	2/19/63
DUCK Design	25	1,547,460	7/11/84
DUCK Design	28, 25	1,558,021	9/26/89
EBS (Stylized)	25	723,149	10/24/61
INTAGLIO	25	772,364	6/30/64
JEWEL BOX	25	671,254	12/16/58
JOHN MALLOY	25	857,971	10/1/68
MAR-V-LUS (Stylized)	25	228,068	5/24/27
MISTER L (Stylized)	25	713,222	3/28/61
MODA ATTIVA & Design	18	1,715,757	9/15/92
MODA ATTIVA PRIMA IL DOVERE EPOT IL PIACERE & Design	18	1,715,758	9/15/92
NO PARKING	25	1,943,049	12/19/95
PEACOCKS & Design	18	1,477,700	2/23/88
PEACOCKS & Design	25	1,897,614	6/6/95
PEACOCKS PREMIER	25	1,943,042	12/19/95
PEACOCKS SIGNATURE SERIES & Design	25	1,918,063	9/12/95
PLATTO (Stylized)	25	1,718,324	9/22/92
PREVIA & Design	25	1,528,374	3/7/89
QUALICRAFT (Stylized)	25	430,591	6/17/47

RIVERSTONE & Design	2-	1,994,354	8/20/66
SHEELD	1	823,905	2/14/67
SWEETS	2-	1,122,862	7/24/74
SWEETS (Stylized)	2-	1,430,331	2/24/87
SWING & Design	2-	1,504,057	9/13/88
THE LEGWORKS	2-	986,497	6/18/74
TROPICALS	2-	727,741	2/20/62
WHITE BRIGHT	1	1,101,116	9/5/78

Registrations in the U.S. PTO for Wild Pair

<u>Mark</u>	<u>Class</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
SUBTERRAIN & Design	25	1,771,564	5/18/93
	25	955,819	3/20/73
VELOCITY			
WILD THINGS (Stylized)	14,25	1,530,800	3/21/89
WILD WEAR (Stylized)	25	1,482,435	3/29/88

REGISTRATIONS IN THE U.S. PTO FOR WILD PAIR

<u>Mark</u>	<u>Class</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
The Wild Pair	25	955,819	3/20/73
The Wild Pair	42	977,532	1/22/74
The Wild Pair & Design	18,25	1,495,801	7/12/78
The Wild Pair (Stylized)	25	1,198,008	6/15/82

State Registrations for Bakers

Mark Goods/Services	Registration No.	Registration Date	Exp. Date	State
INSPIRATION	37968	9/12/80	9/12/00	TX

**COPYRIGHTS REGISTERED IN U.S. COPYRIGHT
OFFICE FOR WILD PAIR**

<u>Copyright</u>	<u>Copyright #</u>	<u>Registration Date</u>	<u>Goods</u>
Wild Pair: He's A Man Who's Fast On His Feet She's A Woman Fast on Her Feet	PAU1029349	6/5/85	Song
Wild Pair: He's A Man Who's Fast On His Feet She's A Woman Fast on Her Feet	SRU 75-601	6/4/85	Song
Wild Pair: He's A Man Who's Fast On His Feet She's A Woman Fast on Her Feet	PAU 731-373	6/4/85	Song
Wild Pair: He's A Man Who's Fast On His Feet She's A Woman Fast on Her Feet	SRU 123-436	3/2/87	Song

PENDING MARKS FOR BAKERS

Mark

<u>Goods/sService</u>	<u>Filing Date</u>	<u>Serial Number</u>
BAKER	3/12/98	75/449,163
BAKERS COMFORT COLLECTION	10/26/98	75/577,242
EC EUROCLUB	1/26/99	75/627,807
NO PARKING & Design	6/19/98	75/505,112
NP & Design	6/12/98	75/501,178

PENDING MARKS in U.S. PTO FOR WILD PAIR

Mark

<u>Goods/sService</u>	<u>Class(es)</u>	<u>Filing Date</u>	<u>Serial Number</u>
MOSA	25	6/12/98	75.501.190

COMMON LAW MARKS FOR BAKERS

Mark Goods/Services

Dyeables	Shoes, purses
Town & Country & Design	Shoes

CONCURRENT USE AGREEMENT

THIS CONCURRENT USE AGREEMENT is made the 23rd day of June, 1999, between Novus, Inc., a corporation organized and existing under the laws of the commonwealth of Puerto Rico ("Novus"), and Weiss and Neuman Shoe Co., a corporation organized and existing under the laws of the State of Missouri ("Weiss").

WHEREAS Weiss is a company in the business of the sale, at retail, footwear and accessories, and

WHEREAS Novus is a company in the business of the sale, at retail, of footwear and accessories, and

WHEREAS Edison Brothers Stores, Inc., a corporation organized and existing under the laws of the State of Delaware ("Edison") has adopted and has used or is using the trademarks, service marks, trade names and copyrights, and owns the registrations and applications for registration thereof, as listed in Schedule A attached hereto (the "Marks"), and

WHEREAS Edison and Weiss are parties to an Asset Purchase Agreement, dated as of May 19, 1999, pursuant to which Edison has agreed to assign and transfer to Weiss all of Edison's right, title and interest in and to the Marks, and the registrations and applications for registration thereof, and the goodwill associated therewith, subject to the terms and conditions of the Assignment of Rights (Subject to Concurrent Use) agreement entered into on June 23, 1999 by Edison and Weiss (the "Weiss Assignment of Rights Agreement") and this Concurrent Use Agreement; and

WHEREAS Edison and Novus are parties to an Asset Purchase Agreement, dated as of May 24, 1999, pursuant to which Edison has agreed to assign and transfer to Novus all of Edison's right, title and interest in and to the Marks, and the registrations and applications for registration thereof, and the goodwill associated therewith, subject to the terms and conditions of a Trademark Assignment Agreement to be entered into by Edison and Novus (the "Novus Trademark Assignment Agreement") and this Concurrent Use Agreement; and

WHEREAS Weiss desires to use, market, advertise, distribute and sell footwear and accessories (the "Weiss Products") using the Marks throughout the world except within Puerto Rico and the Covered Territory (as defined in paragraph 2 below); and

WHEREAS Novus desires to use, market, advertise, distribute and sell footwear, handbags, socks, hosiery and shoe related products and accessories (the "Novus Products") using the marks only within Puerto Rico and the Covered Territory; and

WHEREAS Weiss and Novus are sophisticated in the marketing and selling of the Weiss Products and the Novus Products, and each party carefully has examined the marketplace comprising such goods, and each party independently has determined that there would be no likelihood of confusion among consumers in the event that Weiss uses the Marks in connection with the marketing and sale of the Weiss Products throughout the world except for Puerto Rico and the Covered Territory and Novus uses the Marks solely in connection with the marketing and sale of the Novus Products within Puerto Rico and the Covered Territory.

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NOW, THEREFORE, based upon the premises and mutual covenants set forth herein, it is agreed by and between Weiss and Novus as follows:

1. Weiss and Novus agree jointly to take all necessary steps to effect a concurrent use registration with the United States Patent and Trademark Office with respect to the Marks. Each party shall bear its own expenses (including legal expenses) related to such registration, provided however, that any joint filing fees which may be associated therewith shall be evenly divided between Weiss and Novus.
2. Weiss consents to the use of the Marks by Novus in connection with the use, marketing, advertising, distribution and sale of the Novus Products in Puerto Rico, Central and South America, Cuba, Dominican Republic, the United States Virgin Islands, Bahamas, the Lesser Antilles and Jamaica (all of the foregoing excepting Puerto Rico is hereafter collectively referred to as the "Covered Territory").
3. Novus consents to the use of the Marks by Weiss in connection with the use, marketing, advertising, distribution and sale of the Weiss Products throughout the world except within Puerto Rico and the Covered Territory.
4. Weiss is hereby prohibited from using, marketing, advertising, distributing or selling the Novus Products in connection with the Marks in any manner in Puerto Rico and the Covered Territory.
5. Novus is hereby prohibited from using, marketing, advertising, distributing or selling the Weiss Products in connection with the Marks in any manner throughout the world except within Puerto Rico and the Covered Territory.
6. In the event that Weiss and/or Novus grant to any affiliate, subsidiary, representative, agent or any third party any rights in and to the Marks, any such grant of rights shall include a requirement that such party abide by the terms of this Concurrent Use Agreement such that any such use of the Marks by such party shall be subject to the same territorial and other restrictions set forth herein.
7. The parties acknowledge and agree that the limitations set forth herein as to their respective rights to use the Marks in connection with the Weiss Products and the Novus Products will prevent any likelihood of confusion, mistake or deception as to the source of the parties' respective products.
8. The parties agree to cooperate with each other in order to obtain the concurrent registration of the Marks in the Patents and Trademarks Office of the United States.
9. The parties agree to cooperate and consult with one another, in good faith, should future conditions or developments suggest to either the possibility that the parties' respective Marks might be likely to be confused with one another, all with the view to insuring that no substantial likelihood of confusion between the parties' respective Marks, as they are used in commerce, shall occur.
10. The parties to this Concurrent Use Agreement may each apply for state or federal registration of their respective rights, so long as such applications do not seek registration of marks or rights in conflict with the provisions of this Concurrent Use Agreement, and so long as such registrations do not grant rights in conflict with the provisions of this Concurrent Use Agreement. Should any party to

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PAGE 003.3

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this Concurrent Use Agreement believe that such an application or registration violates the terms or provisions of this Concurrent Use Agreement, registration of the applied for mark may be opposed, or its cancellation sought, without violating this Concurrent Use Agreement.

11. Both parties to this Concurrent Use Agreement may license or assign their respective rights hereunder and under the Marks, in whole or in part, provided that such license or agreement does not extend beyond the provisions of this Concurrent Use Agreement.

12. Novus acknowledges that Weiss has notified it that Weiss has granted a security interest (the "Security Interest") in all of its assets, including but not limited to all right, title and interest of Weiss in and to the Marks, to Foothill Capital Corporation, for itself and as agent for certain other lenders ("Foothill"). By its signature hereto, Novus consents to the Security Interest and the exercise by Foothill of any and all rights and remedies granted in connection with such Security Interest, including but not limited to the sale or the other transfer of the Marks by Foothill, subject and subordinated to Novus's rights under this Agreement. Weiss acknowledges that Novus has notified it that Novus will grant a security interest (the "BPPR Security Interest") in some of its assets, including but not limited to, all right, title and interest of Novus in and to the Marks, to Banco Popular de Puerto Rico ("BPPR"). By its signature hereto, Weiss consents to the BPPR Security Interest and the exercise by BPPR of any and all rights and remedies granted in connection with such BPPR Security Interest, including but not limited to, the sale or other transfer of the Marks by BPPR, subject and subordinated to Weiss' rights under this Agreement.

13. This Concurrent Use Agreement constitutes a contract made under the laws of the State of Missouri, and shall be interpreted and construed in accordance with such laws.

14. This Concurrent Use Agreement is being signed in multiple copies. Each copy shall be considered an original for all purposes.

[The balance of this page has been left blank intentionally]

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IN WITNESS WHEREOF, the parties hereto have caused this Concurrent Use Agreement to be signed and delivered by their duly authorized officers, all as of the date first hereinabove written.

"Weiss"
Weiss and Neuman Shoe Co.

By: Arthur Edison
Name: Arthur Edison
Title: President

"Novus"
Novus, Inc.

By: _____
Name: _____
Title: _____

SCHEDULE A

REGISTRATIONS IN THE U.S. PTO FOR BAKERS

Mark	Class	Reg. Number	Reg. Date
BIS COMFORT COLLECTION	25	1,828,910	3/29/94
ALL-ABOUTS	25	703,587	8/30/60
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B.Y.O.S. & Design	9	1,569,446	12/5/89
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MODA ATTIVA PRIMA IL DOVERE EPOT IL PLACERE & Design	18	1,715,758	9/15/92
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QUALICRAFT (Stylized)	25	430,591	6/17/47

EVERSTONE & Design	25	1,594,359	3/20/96
SHEELD	6	833,905	2/14/67
SWEETS	25	1,122,862	7/24/79
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SWING & Design	25	1,504,057	9/13/88
THE LEGWORKS	25	986,497	6/18/74
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WHITE BRIGHT	3	1,101,116	9/5/78

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SUBTERRAIN & Design	25	1,771,564	5/18/93
	25	955,819	3/20/73
VELOCITY			
WILD THINGS (Stylized)	14,25	1,530,800	3/21/89
WILD WEAR (Stylized)	25	1,482,435	3/29/88

REGISTRATIONS IN THE U.S. PTO FOR WILD PAIR

<u>Mark</u>	<u>Class</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
The Wild Pair	25	955,819	3/20/73
The Wild Pair	42	977,532	1/22/74
The Wild Pair & Design	18,25	1,495,801	7/12/78
The Wild Pair (Stylized)	25	1,198,008	6/15/82

State Registrations for Bakers

Mark Goods/Services	Registration No.	Registration Date	Exp. Date	State
INSPIRATION	37968	9/12/80	9/12/00	TX

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OFFICE FOR WILD PAIR**

<u>Copyright</u>	<u>Copyright #</u>	<u>Registration Date</u>	<u>Goods</u>
Wild Pair: He's A Man Who's Fast On His Feet She's A Woman Fast on Her Feet	PAU1029349	6/5/85	Song
Wild Pair: He's A Man Who's Fast On His Feet She's A Woman Fast on Her Feet	SRU 75-601	6/4/85	Song
Wild Pair: He's A Man Who's Fast On His Feet She's A Woman Fast on Her Feet	PAU 731-373	6/4/85	Song
Wild Pair: He's A Man Who's Fast On His Feet She's A Woman Fast on Her Feet	SRU 123-436	3/2/87	Song

PENDING MARKS FOR BAKERS

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
<u>Goods/Service</u>		
BAKER	3/12/98	75/449,163
BAKERS COMFORT COLLECTION	10/26/98	75/577,242
EC EUROCLUB	1/26/99	75/627,807
NO PARKING & Design	6/19/98	75/505,112
NP & Design	6/12/98	75/501,178

PENDING MARKS in U.S. PTO FOR WILD PAIR

<u>Mark</u>	<u>Goods/Service</u>	<u>Class(es)</u>	<u>Filing Date</u>	<u>Serial Number</u>
MOSA		25	6/12/98	75,501,190

COMMON LAW MARKS FOR BAKERS

<u>Mark</u>	<u>Goods/Services</u>
Dyeables	Shoes, purses
Town & Country & Design	Shoes

**BLACKWELL SANDERS PEPPER MARTIN
LLP**

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WENDY L. BOLDT
DIRECT: (314) 345-0271

FAX (314) 345-0371
E-MAIL: wboldt@blackwellsanders.com

October 31, 2002

VIA FACSIMILE 703-305-7124

Ms. Rhonda Nickol
Box ASSIGNMENTS
Commissioner for Trademarks
U.S. Patent and Trademark Office
Washington, D.C. 20231

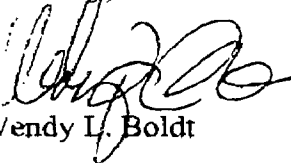
RE: Assignment
Assignor: Edison Brothers, Inc.
Assignee: Weiss & Neuman Shoe Company
Our Ref. No.: 714159.66

Dear Ms. Nickol:

Attached please find the assignment documents and Recordation Form Cover Sheet as submitted to the U.S. Patent and Trademark Office on May 30, 2002. We are submitting the document to correct the Cover Sheet to show the existence of the Concurrent Use Agreement between the Weiss and Neuman Shoe Co. and Novus, Inc.

If for any reason the fee enclosed with the original filing is insufficient in covering the required costs hereof, please debit our Firm's Account No. 11-0160 accordingly.

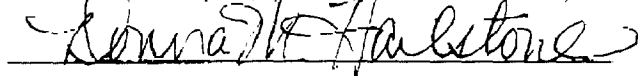
Sincerely,



Wendy L. Boldt

CERTIFICATE OF MAILING VIA FACSIMILE

Transmitted via Facsimile (703) 308-7124 on 10/31/02 to Ms. Rhonda Nickol Box
ASSIGNMENTS, Commissioner for Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20231.



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SPRINGFIELD, MISSOURI • EDWARDSVILLE, ILLINOIS • WASHINGTON, D.C. • LONDON, UNITED KINGDOM
AFFILIATES: LEEDS • MANCHESTER • MEXICO CITY • MONTECARLO • TORONTO • VANCOUVER

TRADEMARK
REEL: 002570 FRAME: 0026



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington DC 20231

DECEMBER 16, 1999

PTAC



101168665A

ALAN S. NEMER
720 OLIVE ST.
24TH FLOOR
ST. LOUIS, MO 63103

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231

RECORDATION DATE: 10/05/1999

REEL/FRAME: 001968/0014
NUMBER OF PAGES: 14

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:
EDISON BROTHERS STORES, INC.

DOC DATE: 06/23/1999
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:
WEISS AND NEUMAN SHOE CO.
1209 WASHINGTON AVENUE
ST. LOUIS, MISSOURI 63103

CITIZENSHIP: MISSOURI
ENTITY: CORPORATION

APPLICATION NUMBER: 75449163
REGISTRATION NUMBER:

FILING DATE: 03/12/1998
ISSUE DATE:

MARK: BAKERS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

001962/0014 PAGE 2

APPLICATION NUMBER: 7557724 FILING DATE: 10/26/1998
REGISTRATION NUMBER: ISSUE DATE:

MARK: BAKERS COMFORT COLLECTION
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 7562780 FILING DATE: 01/26/1999
REGISTRATION NUMBER: ISSUE DATE:

MARK: EC EUROCLUF
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75501190 FILING DATE: 06/12/1998
REGISTRATION NUMBER: ISSUE DATE:

MARK: MOSA
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75505117 FILING DATE: 06/19/1998
REGISTRATION NUMBER: ISSUE DATE:

MARK: NO PARKING
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75501178 FILING DATE: 06/12/1998
REGISTRATION NUMBER: ISSUE DATE:

MARK: NF
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74197996 FILING DATE: 08/26/1998
REGISTRATION NUMBER: 1828910 ISSUE DATE: 03/29/1994

MARK: 615 COMFORT COLLECTION
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72084596 FILING DATE: 11/04/1959
REGISTRATION NUMBER: 0703587 ISSUE DATE: 08/30/1960

MARK: ALL-ABOUTS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73776114 FILING DATE: 01/23/1989
REGISTRATION NUMBER: 1559997 ISSUE DATE: 10/10/1989

MARK: ATTACH I
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73790579 FILING DATE: 04/03/1989
REGISTRATION NUMBER: 1569446 ISSUE DATE: 12/05/1989

MARK: B.Y.O.S.
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

001963/0014 PAGE 3

APPLICATION NUMBER: 72103123
REGISTRATION NUMBER: 0719778FILING DATE: 08/22/1960
ISSUE DATE: 08/08/1960

MARK: BAKER'S

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 71482366
REGISTRATION NUMBER: 0418722FILING DATE: 04/20/1941
ISSUE DATE: 01/08/1941

MARK: CAPTIVATORS

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 71440921
REGISTRATION NUMBER: 0385236FILING DATE: 02/24/1941
ISSUE DATE: 07/29/1941

MARK: CASUALETS

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 75152655
REGISTRATION NUMBER: 2070006FILING DATE: 08/19/1996
ISSUE DATE: 06/10/1997

MARK: COSMICS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73648546
REGISTRATION NUMBER: 1459800FILING DATE: 03/09/1987
ISSUE DATE: 10/06/1987

MARK: COSMICS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73705464
REGISTRATION NUMBER: 1503929FILING DATE: 01/13/1988
ISSUE DATE: 09/13/1988

MARK: DANCIN'

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 72145680
REGISTRATION NUMBER: 0745529FILING DATE: 05/29/1962
ISSUE DATE: 02/19/1963

MARK: DELINDA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73780073
REGISTRATION NUMBER: 1558021FILING DATE: 02/10/1985
ISSUE DATE: 09/26/1985

MARK:

DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 73703431
REGISTRATION NUMBER: 1547460FILING DATE: 12/30/1987
ISSUE DATE: 07/11/1985

MARK:

DRAWING TYPE: MISCELLANEOUS DESIGN

001968/0014 PAGE 4

APPLICATION NUMBER: 72111395
REGISTRATION NUMBER: 0723145FILING DATE: 01/06/1961
ISSUE DATE: 10/24/1961

MARK: EBS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72136966
REGISTRATION NUMBER: 0772364FILING DATE: 01/31/1962
ISSUE DATE: 06/30/1964

MARK: INTAGLIC

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72285406
REGISTRATION NUMBER: 0857971FILING DATE: 11/22/1967
ISSUE DATE: 10/01/1968

MARK: JOHN MALLOY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 71237782
REGISTRATION NUMBER: 0228068FILING DATE: 09/27/1926
ISSUE DATE: 05/24/1927

MARK: "MAR-V-LUS"

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74648451
REGISTRATION NUMBER: 1943045FILING DATE: 03/13/1995
ISSUE DATE: 12/19/1995

MARK: NO PARKING

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74543727
REGISTRATION NUMBER: 1897614FILING DATE: 06/30/1994
ISSUE DATE: 06/06/1995

MARK: PEACOCKS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73670494
REGISTRATION NUMBER: 1477700FILING DATE: 07/06/1987
ISSUE DATE: 02/23/1988

MARK: PEACOCKS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74646050
REGISTRATION NUMBER: 1943045FILING DATE: 03/13/1995
ISSUE DATE: 12/19/1995

MARK: PEACOCKS PREMIER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74539149
REGISTRATION NUMBER: 1918063FILING DATE: 06/17/1994
ISSUE DATE: 09/12/1995

MARK: PEACOCKS SIGNATURE SERIES

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

001968/0014 PAGE 5

APPLICATION NUMBER: 73732475
REGISTRATION NUMBER: 1528374FILING DATE: 06/06/1988
ISSUE DATE: 03/07/1989

MARK: PREVIA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 71498510
REGISTRATION NUMBER: 0430591FILING DATE: 03/19/1946
ISSUE DATE: 06/17/1947

MARK: QUALI CRAFT

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74500180
REGISTRATION NUMBER: 1994359FILING DATE: 03/14/1994
ISSUE DATE: 08/20/1996

MARK: RIVERSTONE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 72246890
REGISTRATION NUMBER: 0823905FILING DATE: 05/31/1966
ISSUE DATE: 02/14/1967

MARK: SHEELI

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73594551
REGISTRATION NUMBER: 1430331FILING DATE: 04/21/1980
ISSUE DATE: 02/24/1987

MARK: SWEETS

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73706248
REGISTRATION NUMBER: 1504057FILING DATE: 01/19/1988
ISSUE DATE: 09/13/1988

MARK: SWING

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 72463471
REGISTRATION NUMBER: 0986497FILING DATE: 07/20/1973
ISSUE DATE: 06/18/1974

MARK: THE LEGWORKS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72434835
REGISTRATION NUMBER: 0977532FILING DATE: 09/06/1972
ISSUE DATE: 01/22/1974

MARK: THE WILD PAIR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72416130
REGISTRATION NUMBER: 0955819FILING DATE: 02/22/1972
ISSUE DATE: 03/20/1973

MARK: THE WILD PAIR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

001968/0014 PAGE 6

APPLICATION NUMBER: 73685191
REGISTRATION NUMBER: 1495801

FILING DATE: 09/21/1987
ISSUE DATE: 07/12/1988

MARK: THE WILD PAIR
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73304622
REGISTRATION NUMBER: 1198008

FILING DATE: 04/03/1981
ISSUE DATE: 06/15/1982

MARK: WILD PAIR
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 72101764
REGISTRATION NUMBER: 0727741

FILING DATE: 08/01/1960
ISSUE DATE: 02/20/1962

MARK: TOPICALS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73819211
REGISTRATION NUMBER: 1594711

FILING DATE: 08/14/1989
ISSUE DATE: 05/01/1990

MARK: VELOCITY
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73742231
REGISTRATION NUMBER: 1530800

FILING DATE: 07/25/1988
ISSUE DATE: 03/21/1989

MARK: WILD THINGS
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73670461
REGISTRATION NUMBER: 1482435

FILING DATE: 07/06/1987
ISSUE DATE: 03/29/1988

MARK: WILD WEAF
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS