

05-13-2003

Resubm

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE



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): 5-8-03 Elan-Polo, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Missouri [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

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 [x] 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

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Corrective security agreement to correct incorrect registration nos: 421,986, 991,861 & 2,051,624 on Reel/Frame 02538/0745 Execution Date: 12/28/01

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,421,986; 1,991,861; 2,051,625 Additional number(s) attached [] Yes [x] No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Anne Davies Newman, Esq. Internal Address: Woods Oviatt Gilman LLP Street Address: 700 Crossroads Building 2 State Street City: Rochester State: NY Zip: 14614

7. Total fee (37 CFR 3.41): \$ 90.00 [x] 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 [Signature] Signature May 6, 2003 Date

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

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

TRADEMARK REEL: 002731 FRAME: 0933

12-18-2002

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



102312665

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) 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: 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

Signature

June 21, 2002 Date

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

07/05/2002 6TON11 00000228 2016415

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

01 FC:481 40.00 OP 02 FC:482 225.00 OP

TRADEMARK REEL: 002731 FRAME: 0934

12/10/02

12-16-2002



Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

REC'D
TRADEMARK
102312605

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.

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

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other CORRECTIVE ASSIGNMENT

Execution Date: _____

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

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,421,986;
1,991,861; 2,051,625

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

Name: ANNE DAVIES NEWMAN, ESQ.

Internal Address: WOODS OVIATT GILMAN LLP

Street Address: 700 CROSSROADS BLDG.
2 STATE STREET

City: ROCHESTER State: NY Zip: 14614

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

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 D. Newman
Signature

12/9/02
Date

Total number of pages including cover sheet, attachments, and document: 11

12/16/2002 TDIAZ1 00000026 142986

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

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

TRADEMARK
 REEL: 002731 FRAME: 0935

TRADEMARK RECORDATION FORM COVER SHEET: P. 2.:

**CORRECTIVE ASSIGNMENT FOR THE FOLLOWING TRADEMARK
REGISTRATION NUMBERS CONTAINED IN THE ATTACHED NOTICE OF
RECORDATION OF ASSIGNMENT DOCUMENT RECORDED ON 06/28/02
(REEL/FRAME: 002538/0745):**

TO BE CORRECTED:	CORRECT TRADEMARK REGISTRATION NOS.
Reg. No. 0,421,986 - ()	Reg. No. 1,421,986 - (AMERICAN COUNTRY)
Reg. No. 0,991,861 - (AQUASTROBE)	Reg. No. 1,991,861 - (BABY EVANS)
Reg. No. 2,051,624 - (SIMPLE NINE)	Reg. No. 2,051,625 - (STROLLER)

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,

{307100.}

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.

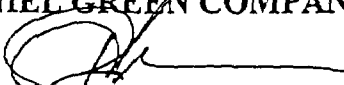
6. This Agreement is subject to modification only by a writing signed by the parties hereto.

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.

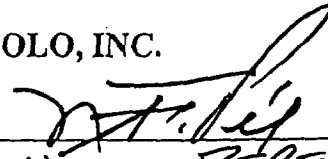
8. This Agreement has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

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.

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)

federally registered trademarks. The recordation date was June 28, 2002 and the USPTO issued a Notice of Recordation of Assignment of Document on September 4, 2002.

B. When we received the Notice of Recordation dated September 4, we noticed that three of the registration number on the Recordation Form Cover Sheet that we submitted to the USPTO were incorrectly identified. We contacted the USPTO's Assignment Division and were given instructions to correct the three incorrect registration numbers.

C. On December 9, 2002, a Recordation Form Cover Sheet was prepared as instructed by the Assignment Division of the USPTO in order to correct the three registration numbers and mailed to the USPTO. This filing was rejected by the USPTO pursuant to the Notice of Non-Recordation of Document dated April 14, 2003 (Document ID No. 102312605).

D. On May 6th, we again contacted the Assignment Division and were given instructions to correct the three incorrect registration numbers as shown on the enclosed Recordation Form Cover Sheet dated May 6, 2003

Please acknowledge receipt of this filing by date-stamping the enclosed duplicate copy of this letter and returning it to our office in the postage-paid envelope provided.

Should you have any questions regarding this matter, please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,

WOODS OVIATT GILMAN LLP



Anne Davies Newman

ADN/mam

Enclosures

cc: Harry P. Messina, Jr., Esq.