TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mason Companies, Inc.	Mason Shoe Manufacturing Co.	10/22/2003 CORPORATION:	

RECEIVING PARTY DATA

Name:	Galit Shoes Ltd.	
Street Address:	103 Mordei Hagetaot Street	
City:	Rishon Le-Zion	
State/Country:	ISRAEL	
Postal Code:	75533	
Entity Type:	COMPANY:	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0712550	SPRING STEP

CORRESPONDENCE DATA

Fax Number: (585)263-1600

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 585-263-1000

Email: nytm@nixonpeabody.com

Correspondent Name: Kristen M. Walsh, Esq.

Address Line 1: Clinton Square, Post Office Box 31051
Address Line 4: Rochester, NEW YORK 14603-1051

DOMESTIC REPRESENTATIVE

Name: Kristen M. Walsh, Esq.

Address Line 1: Clinton Square, Post Office Box 31051
Address Line 4: Rochester, NEW YORK 14603-1051

NAME OF SUBMITTER: Melanie L. DeRue

Total Attachments: 2

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Schedule "A" <u>To Trademark Assignment Agreement</u>

MEMORANDUM OF TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into by Mason Companies, Inc., formerly Mason Shoe Manufacturing Co., a Wisconsin corporation having a principal business address as 1251 First Avenue, Chippewa Falls, Wisconsin 54774 ("Assignor"), and Galit Shoes Ltd., an Israeli company having a principal business address at 103 Mordei Hagetaot Street, Rishon Le-Zion, 75533, Israel ("Assignee").

INTRODUCTION

- A. Immediately prior to the effective date of the Trademark Assignment Agreement, Assignor owned all (1) right, title and interest in and to the mark SPRING STEP (the "Mark"), (2) United States Registration No. 712,550, (3) all common-law rights associated with the use of the Mark, and (4) the goodwill developed through prior use of the Mark.
- B. Pursuant to the Trademark Assignment Agreement between the parties, Assignee acquired all of Assignor's right, title and interest in and to the Mark, the United States registration for the Mark, all common-law rights associated with the use of the Mark, and the goodwill developed through prior use of the Mark.
- C. The parties desire to confirm and make a record of the transfer from Assignor to Assignee of the Mark, the registration for the Mark, the common-law rights associated with the Mark, and the goodwill developed through prior use of the Mark.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, Assignor confirms that it sold, assigned, transferred and conveyed to Assignee all right, title and interest in the Mark, common-

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TRADEMARK REEL: 002742 FRAME: 0124 law rights associated with the use of the Mark and the goodwill of the business connected with the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

The parties acknowledge that the terms of the Trademark Assignment Agreement are incorporated into this Assignment.

Signed this 22nd day of October, 2003.

MASON COMPANIES, INC.

Daniel J. Hunt

Executive Vice President, Operations

Date 22 October 2003

ACCEPTED:

GALIT SHOES LTD.

RECORDED: 11/05/2003

Name: ISAAC BEN-ZIKRY

Title: pasidut

Date: oct 28 , 2003

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