

Form PTO-1504
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 hereof.

1. Name of conveying party(ies):
AMES MERCHANDISING CORPORATION
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
Additional name(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies):
Name: THE TIMBERLAND COMPANY
Address: _____
200 Domain Drive

Stratham, New Hampshire

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: November 17, 2003

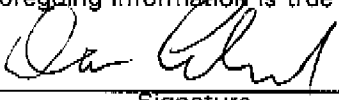
If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & addresses attached?
 Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s).
1,435,776 1,840,628 2,205,609
2,595,324
Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Diana Sullivan
Internal Address: Fross Zelnick Lehrman & Zissu, P.C.
Street Address: 866 United Nations Plaza
City: New York State: NY Zip: 10017
Tel: (212)813-5900; Fax: (212)813-5901

6. Total number of applications and registration involved:.....4
7. Total fee (37 CFR 3.41) \$ 115.00
 Authorized to be charged to deposit account
(Only if total fee is not sufficient)
8. Deposit account number:
23-0825: TCO - 0207083
(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.
David Ehrlich  1/26/04
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: TRADEMARK

CH \$115.00 230825 1435776

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Agreement") is entered into this 7th day of November, 2003, by and between AMES MERCHANDISING CORPORATION, a Delaware corporation with a place of business located at 40 Cold Spring Road, Rocky Hill, Connecticut ("Assignor"), and THE TIMBERLAND COMPANY, a Delaware corporation with a principal place of business located at 200 Domain Drive, Stratham, New Hampshire ("Assignee").

WHEREAS, Assignor is the owner of the trademarks identified on Exhibit A (the "Trademarks"); and

WHEREAS, Assignor filed for bankruptcy in the United States Bankruptcy Court Southern District of New York on August 20, 2001 (the "Court"); and

WHEREAS, by order dated March 28, 2003, the Court authorized Assignor to transfer certain intellectual property, including the Trademarks, in accordance with certain approved procedures; and

WHEREAS, in accordance with said Order, Assignee submitted an offer to Assignor for the purchase of the Trademarks (the "Offer"), which Offer included a deposit of Two Thousand Dollars (\$2,000.00) (the "Deposit") toward the Purchase Price, as defined herein; and

WHEREAS, the Offer was accepted by Assignor and other parties in interest in the bankruptcy case and is therefore authorized by the Court; and

WHEREAS, Assignor now desires to transfer, and Assignee wishes to acquire, Assignor's entire right, title and interest in the Trademarks in accordance with the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, convey and deliver to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interests in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and all registrations and applications therefor, in the United States and all other countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all other countries, now or hereafter in effect, free and clear of any liens or encumbrances, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same

2. In consideration of the assignment of the Trademarks and for Assignor's representations and warranties contained herein, Assignee shall pay Assignee Twenty Thousand Dollars (\$20,000.00), less the Deposit that was paid to Assignor with the Offer.

3. Assignor represents and warrants to Assignee as follows:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest in the Trademarks;
- (c) The Trademarks are free and clear of all liens, security interests, encumbrances or licenses;
- (d) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (e) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

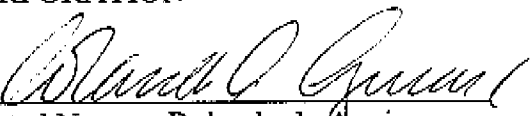
4. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.


5. This Agreement contains the entire understanding and agreement between parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement this 17th day of November, 2003.

AMES MERCHANDISING CORPORATION

THE TIMBERLAND COMPANY

By: 
 Printed Name: Rolando de Aguiar
 Title: President

By: 
 Printed Name: Danette Wineberg
 Title: Vice President, General Counsel & Secretary

STATE OF CONNECTICUT
COUNTY OF HARTFORD, ss.

Before me, a notary public in and for said County and State, personally appeared Rolando de Aguiar, President of Ames Merchandising Corporation, the corporation which executed the foregoing instrument, who acknowledged that he/she did sign said instrument as such officer on behalf of said corporation and that said instrument is his/her free act and deed individually and as such officer and the free and corporate act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal
this 17th day of November, 2003.

Lyn C. Hussein
Notary Public

Printed Name: Lyn C. Hussein
My Commission Expires: LYN C. HUSSEIN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2008

STATE OF New Hampshire
COUNTY OF Rockingham ss.

Before me, a notary public in and for said County and State, personally appeared Danette Wineberg, VP, GC & Sec. of The Timberland Company, the corporation which executed the foregoing instrument, who acknowledged that he/she did sign said instrument as such officer on behalf of said corporation and that said instrument is his/her free act and deed individually and as such officer and the free and corporate act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal
this 26th day of November, 2003.

Claudia A. Hill
Notary Public

Printed Name: CLAUDIA A. HILL
My Commission Expires: _____

CLAUDIA A. HILL, Notary Public
My Commission Expires October 9, 2007



SCHEDULE A

Registered Trademarks

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
TIMBER TRAIL	2,595,324	July 16, 2002
TIMBER TRAIL	2,205,609	November 24, 1998
TIMBER TRAIL	1,840,628	June 21, 1994
TIMBERTRAIL	1,435,776	April 7, 1987