

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Director, United States Patent and Trademark Office  
 2900 Crystal Drive  
 Box Assignment  
 Washington, D.C. 20231

**Cover Sheet - Recordation of Security Interest in Trademarks**

1. Name and entity type of the conveying party: Bennett Footwear Group LLC, a Delaware limited liability company, USA
2. Name, address and entity type of the receiving party: The CIF Group/Commercial Services, Inc., a New York corporation, 1211 Avenue of the Americas, New York, New York, USA

3.

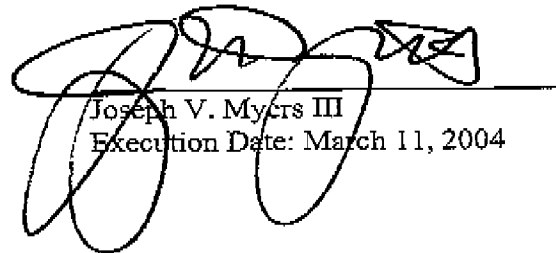
Interest conveyed:	Registration No. (if registered)	Application Serial No.:	Number of Properties
Security Interest in Trademark	1303856		1
Security Interest in Trademark	1349611		1
Security Interest in Trademark	1420167		1
Security Interest in Trademark	1467878		1
Security Interest in Trademark	2041978		1
Security Interest in Trademark	2111812		1
Security Interest in Trademark	2267517		1
Security Interest in Trademark	2269407		1
Security Interest in Trademark	2270943		1
Security Interest in Trademark	2272625		1
Security Interest in Trademark	2318599		1
Security Interest in Trademark	2461102		1
Security Interest in Trademark	2461933		1
Security Interest in Trademark	2490901		1
Security Interest in Trademark	2637264		1
Security Interest in Trademark	2722434		1
Security Interest in Trademark	2742911		1
Security Interest in Trademark	2787553		1
Security Interest in Trademark	1309114		1
Security Interest in Trademark	1329724		1
Security Interest in Trademark	1328520		1
Security Interest in Trademark	1486193		1
Security Interest in Trademark	2136052		1
Security Interest in Trademark	2159130		1
Security Interest in Trademark	1936302		1
Security Interest in Trademark	2053577		1
Security Interest in Trademark	2594860		1
Security Interest in Trademark		75682619	1

CIH \$865.00 191351 75682619

Security Interest in Trademark		76102153	1
Security Interest in Trademark		76145838	1
Security Interest in Trademark		78103133	1
Security Interest in Trademark		78119086	1
Security Interest in Trademark		74421482	1
Security Interest in Trademark		76305047	1
<b>TOTAL</b>			<b>34</b>

4. Correspondent name and address: Barbara J. Kroncke-Moore, Esq.  
Gadsby Hannah LLP  
225 Franklin Street  
Boston, MA 02110
5. Total fee: \$865.00
6. Execution date of attached documents: March 11, 2004
7. Pages submitted: 39

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.



Joseph V. Myers III  
Execution Date: March 11, 2004

Execution Copy

**AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN  
PATENTS, TRADEMARKS AND LICENSES**

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 110th day of March, 2004, by **Bennett Footwear Group LLC** ("BFG"), a limited liability company formed under the laws of the State of Delaware, **Bennett Footwear Acquisition LLC** ("Acquisition"), a limited liability company formed under the laws of the State of Delaware, and **Bennett Footwear Retail LLC** ("Retail" and collectively with BFG and Acquisition, the "Company"), a limited liability company formed under the laws of the State of Delaware, each with its principal place of business at 145 Wells Avenue, Newton, Massachusetts, and **The CIT Group/Commercial Services, Inc.**, a New York corporation, with offices at 1211 Avenue of the Americas, New York, New York (herein "CITCS").

**WITNESSETH:**

WHEREAS, BFG and CITCS entered into a Financing Agreement dated May 20, 2003, as amended by the First Amendment to Financing Agreement dated September 20, 2003 by and between BFG and CITCS and as amended by the Second Amendment to Financing Agreement dated March 10, 2004 (as so amended, and as the same may be amended from time to time, the "Financing Agreement") by and among BFG, Acquisition, Retail and CITCS, which Financing Agreement provides (i) for CITCS to make certain loans, advances and extensions of credit, all to or for the account of the Company and (ii) for the grant by the Company to CITCS of a security interest in certain of the Company's assets, including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth therein;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Company agrees as follows:

1. Definitions. Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. Grant of Security Interest. To secure the payment of the "Obligations" (as defined in the Financing Agreement), the Company jointly and severally hereby grants to CITCS a security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):
  - (i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all continuations, divisionals, continuations on part, reissues, renewals, and extensions thereof and all income, royalties, damages and payments

now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

- (ii) Trademarks, servicemarks, trademark and service mark registrations and/or applications and tradenames including, without limitation, the trademarks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all divisionals, reissues, renewals and extensions thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
- (iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on Schedule C attached hereto and made a part hereof, excluding any license agreement that by its terms prohibits transfer by the Company as contemplated herein (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
- (iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral; and
- (v) All cash and non-cash proceeds of the foregoing.

CITCS's Rights. Upon the occurrence of any Event of Default hereunder, CITCS shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. CITCS will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of CITCS upon the occurrence of any Event of Default hereunder, CITCS shall upon such notice have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to CITCS concurrently with this Agreement to enable such rights to be carried out. The Company agrees that, in the event CITCS exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from CITCS to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless

and until there occurs an Event of Default under this Agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by CITCS of the rights provided by this Agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon CITCS or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral thereby so assigned. This Agreement will not operate to place upon CITCS any duty or responsibility to maintain the Intellectual Property Collateral.

4. Fees. The Company will pay all filing fees with respect to the security interest created hereby which CITCS may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral in the jurisdictions set forth on Schedule E attached hereto. The Company and CITCS agree that other jurisdictions may be added to Schedule E from time to time, to the extent such jurisdictions are deemed to be material to the business of the Company, by mutual agreement of the Company and CITCS. In the event that additional jurisdictions are added to Schedule E from time to time, the Company will pay all filing fees with respect to perfecting and maintaining the perfection of its security interest in the Intellectual Property Collateral in such additional jurisdictions.
5. Representations and Warranties. The Company represents and warrants: that except for the security interest granted hereby, Permitted Encumbrances (as defined in the Financing Agreement) and any licenses and sublicenses granted by the Company in the ordinary course of business, which licenses and sublicenses do not singularly in or the aggregate adversely effect the security interest granted hereby in any material respect, the Company, by and through one of the entities comprising the Company, lawfully possesses and owns the Intellectual Property Collateral in the jurisdictions set forth on Schedule E hereto, and, except as set forth on Schedule D hereto, that the Intellectual Property Collateral in the jurisdictions set forth in Schedule E will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that, except as provided herein, the Intellectual Property Collateral in the jurisdictions set forth on Schedule E is and will continue to be, in all respects, in full force and effect; and, except as set forth on Schedule D, that there are no known infringements of the Intellectual Property Collateral.
6. Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by CITCS in connection with such sale and the exercise of CITCS's rights and remedies hereunder and under the Financing Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due CITCS in such order as CITCS may elect; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct.

7. Defense of Claims. The Company will defend at its own cost and expense any and all actions, claims or proceedings affecting the Intellectual Property Collateral in the jurisdictions set forth in Schedule E or the interest of CITCS therein. The Company agrees to reimburse CITCS for all reasonable costs and expenses incurred by CITCS in defending any such action, claim or proceeding prior to the Company's assumption of such defense.
  
8. Applications, Renewals or Extensions. Except as otherwise set forth in this paragraph 8, the Company shall promptly apply for and obtain all federal renewals or extensions of the Intellectual Property Collateral to the full extent permitted by law in those jurisdictions listed on Schedule E hereto. If, before all Obligations have been satisfied in full, the Company applies for or obtains any new patent, trademark or service mark, the Company shall give CITCS prompt written notice of all patents, trademarks or service marks or applications therefor, and the provisions of this Assignment shall apply thereto. The Company authorizes CITCS to modify this Assignment by amending Schedules A, B or C to include any new patent, trademark or service mark or applications therefor, and any patent, trademark or service mark renewal of the Company applied for and obtained hereafter. The Company shall not abandon any of the Intellectual Property Collateral or the prosecution of any application for any patents, trademarks or service marks in those jurisdictions listed on Schedule E, without the prior written consent of CITCS, which consent will not be unreasonably withheld or delayed. Notwithstanding anything to the contrary contained in this paragraph 8, the Company shall not be required to apply for or obtain any federal renewal or extension in any fiscal year with respect to Trademark Collateral or Patent Collateral which pertains to products of the Company which generated less than five (5%) of the Company's net landed sales in the prior fiscal year. In addition, notwithstanding anything to the contrary contained in this paragraph 8, the Company shall only be required to file trademark assignments with respect to Trademark Collateral and Patent Collateral purchased pursuant to the Asset Purchase Agreement dated February 2, 2004 by and among Bennett Footwear Acquisition LLC, Bennett Footwear Holdings LLC and Bennett Footwear Group LLC, as buyers and Intershoe, Inc., Intershoe Retail, Inc., Intershoe Services, Inc. and Intershoe Italia, S.r.l, as sellers, in the jurisdictions listed on Schedule E.
  
9. Proceedings. The Company shall promptly notify CITCS of the institution of, and any adverse determination in, any proceeding by any foreign or domestic governmental agency, court or body, including but not limited to the United States Patent and Trademark Office, regarding the Company's claim of ownership in any of the Intellectual Property Collateral in any jurisdiction set forth on the attached Schedule E. In the event of any material infringement of any of the Intellectual Property Collateral located in any jurisdiction set forth on the attached Schedule E by a third party, the Company shall promptly notify CITCS of such infringement and sue for and use best efforts to recover all damages for such infringement. If the Company shall fail to take such action within thirty (30) days after such notice is given to CITCS, CITCS may, but shall not be required to, take such action in the name of the Company, and the Company hereby appoints CITCS the true and lawful attorney of the Company, for it and in its name, place and stead, on behalf of the Company, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to the Company, net of costs

and reasonable attorneys' fees, to be applied to the Obligations.

10. Rights Cumulative. This Agreement shall be in addition to the Financing Agreement and shall not be deemed to affect, modify or limit the Financing Agreement or any rights that CITCS has under the Financing Agreement. The Company agrees to execute and deliver to CITCS (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.

11. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

12. **CHOICE OF LAW. THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT TOGETHER WITH THE FINANCING AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND CITCS WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, CITCS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND CITCS EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.**

13. Events of Default. Any of the following constitutes an Event of Default under this Agreement:

- (i) The Company fails to perform or observe any agreement, covenant or condition required under this Agreement and such failure continues for a period of five (5) days after notice from CITCS;
- (ii) Any warranty or representation made by Company, in this Agreement shall be misleading in any material respect on the date made; or
- (iii) The occurrence of any Event of Default under the Financing Agreement which is not waived in writing by CITCS.

14. Notices. The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give CITCS written notice in the manner provided in the Financing Agreement of:

- (i) any claim by a third party that the Company has infringed on the rights of a third party;

- (ii) any suspected infringement by a third party on the rights of the Company; or
- (iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof

15. Further Assurances. The Company will take any such action as CITCS may reasonably require to further confirm, perfect or protect CITCS's security interest granted under this Agreement in the Intellectual Property Collateral in any jurisdiction set forth on the attached Schedule E. In furtherance thereof, the Company hereby grants to CITCS a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in the Company's behalf required to effectuate the terms, provisions and conditions of this Agreement.

16. Termination. This Agreement shall terminate upon termination of the Financing Agreement and full, final and indefeasible payment of all Obligations of the Company thereunder. Upon the Company's request, CITCS shall within a reasonable time after any such termination execute and deliver to the Company (at the Company's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amended and Restated Grant of Security Interest in Patents, Trademarks and Licenses as of the 10th day of March, 2004.

**BENNETT FOOTWEAR GROUP LLC**

By: [Signature]  
Michael T. Smith, Chief Financial Officer

**BENNETT FOOTWEAR ACQUISITION LLC**

By: [Signature]

**BENNETT FOOTWEAR RETAIL LLC**

By: [Signature]

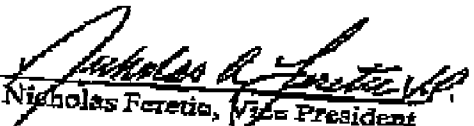


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008/008

Agreed and Accepted this 17 day of March, 2004

**THE CIT GROUP/COMMERCIAL SERVICES, INC.**

By:   
Nicholas Feretis, ~~Vice~~ President

## **IRREVOCABLE POWER OF ATTORNEY**

**Bennett Footwear Group LLC** ("BFG"), **Bennett Footwear Acquisition LLC** ("Acquisition") and **Bennett Footwear Retail LLC** ("Retail"), each with offices at 145 Wells Avenue, Newton, Massachusetts (hereinafter collectively referred to as the "Company"), hereby jointly and severally grants to **The CIT Group/Commercial Services, Inc.**, a New York corporation, with offices at 1211 Avenue of the Americas, New York, New York (hereinafter referred to as "CITCS"), the exclusive Irrevocable Power of Attorney to assign and transfer to CITCS or to any designee of CITCS all right, title and interest in and to the Intellectual Property Collateral listed on the Schedules attached to the Amended and Restated Grant of Security Interest in Patents, Trademarks and Licenses (the "Security Agreement"), dated as of March \_\_, 2004, by and among the Company and CITCS including, without limitation, all patents, patent applications and/or registrations, trademarks, servicemarks, trademark and servicemarks applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any marks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those marks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to CITCS are outstanding under the Financing Agreement dated May 20, 2003 by and between BFG and CITCS, as amended by the First Amendment to Financing Agreement dated September 20, 2003 between BFG and CITC and the Second Amendment to Financing Agreement dated March \_\_, 2003, by and among each entity comprising the Company and CITCS (as so amended, and as amended from time to time, the "Financing Agreement").

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by CITCS after the occurrence of an Event of Default under the Security Agreement and as long as such Event of Default is not then the subject of a waiver; and

4. CITCS shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by CITCS of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CITCS. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the \_\_\_ day of March, 2004.

**BENNETT FOOTWEAR GROUP LLC**

By: \_\_\_\_\_  
Michael T. Smith, Chief Financial Officer

**BENNETT FOOTWEAR ACQUISITION LLC**

By: \_\_\_\_\_

**BENNETT FOOTWEAR RETAIN LLC**

By: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )  
SUFFOLK, SS. )

On March \_\_\_, 2004, before me, the undersigned, a notary public in and for said Commonwealth of Massachusetts, personally appeared Michael T. Smith known to me to be the Chief Financial Officer of Bennett Footwear Group LLC, that executed the within instrument, and acknowledged to me that such company executed the within instrument pursuant to its operating agreement and a resolution of its managers.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS )  
SUFFOLK, SS. )

On March \_\_\_, 2004, before me, the undersigned, a notary public in and for said Commonwealth of Massachusetts, personally appeared \_\_\_\_\_ known to me to be the \_\_\_ of Bennett Footwear Acquisition LLC, that executed the within instrument, and acknowledged to me that such company executed the within instrument pursuant to its operating agreement and a resolution of its managers.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS )  
SUFFOLK, SS. )

On March \_\_\_, 2004, before me, the undersigned, a notary public in and for said Commonwealth of Massachusetts, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of Bennett Footwear Retail LLC, that executed the within instrument, and acknowledged to me that such company executed the within instrument pursuant to its operating agreement and a resolution of its managers.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS AND LICENSES**

between

**BENNETT FOOTWEAR GROUP LLC  
BENNETT FOOTWEAR ACQUISITION LLC  
BENNETT FOOTWEAR RETAIL LLC**

and

**THE CIT GROUP/COMMERCIAL SERVICES, INC.**

**U.S. PATENTS**

<b>TITLE</b>	<b>COUNTRY</b>	<b>PATENT NUMBER</b>	<b>ISSUE DATE</b>
SHOE	United States	D402795	12/22/98
SHOE	United States	D422401	04/11/00
SHOE UPPER	United States	D436246S	01/16/01
SHOE SOLE	United States	D0305578	01/23/90

**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS AND LICENSES**

between

**BENNETT FOOTWEAR GROUP LLC  
BENNETT FOOTWEAR ACQUISITION LLC  
BENNETT FOOTWEAR RETAIL LLC**

and

**THE CIT GROUP/COMMERCIAL SERVICES, INC.**

**U.S. TRADEMARKS/COPYRIGHTS**

*Schedule B - Trademarks*

<b>MARK</b>	<b>COUNTRY</b>	<b>REGISTRATION NUMBER (Serial No.)</b>	<b>REGISTRATION DATE (Filing Date)</b>
ENCORE ZODIAC USA	Canada	406293	12/18/92
ZODIAC	United States	1309114	12/11/84
ZODIAC	United States	1329724	04/09/85
ZODIAC USA	United States	1328520	04/02/85
ZODIAC & DESIGN	United States	1486193	04/26/88
ZODIAC	Denmark	VR5014	09/06/96
ZODIAC	Iceland	608/1996	05/28/96
ZODIAC	Japan	3343023	08/29/97
ZODIAC	United States	2136052	02/10/98
ZODIAC USA	United States	2159130	05/19/98
Z LINE	United States	(74/421482)	(08/04/93)
ZODIAC	United States	1936302	11/21/95
ZODIAC USA	United States	2053577	04/15/97
ZODIAC	Taiwan	456029	11/01/89
ZODIAC	Singapore	2434/91	03/01/91
ZODIAC KIDS & DESIGN	United States	(76/305047)	(08/24/01)

MARK	COUNTRY	REGISTRATION NUMBER (Serial No.)	REGISTRATION DATE (Filing Date)
MISCELLANEOUS DESIGN	United States	2594860	07/16/02
INTERSHOE IS AND DESIGN	United States	2,272,625	08/24/99
INTERSHOE IS AND DESIGN	United States	(76/102,153)	(07/31/00)
INTERSHOE IS AND DESIGN	United States	2490901	09/18/01
NICKELS	United States	2,267,517	08/03/99
NICKELS	United States	2461102	06/19/01
NICKELS NOWW AND DESIGN	United States	(75/682,619)	(04/14/99)
NICKELS SOFT	United States	2,269,407	08/10/99
PALOMA	United States	(78/119,086)	(04/02/02)
PALOMA AND DESIGN	United States	1,303,856	11/06/84
PALOMA BY IS COLLEZIONI	United States	2,270,943	08/17/99
STUDIO PAOLO	United States	1349611	07/16/85
STUDIO VIA SPIGA (AND DESIGN)	United States	2,318,599	02/15/00

VIA SPIGA	United States	2,461,933	06/19/01
VIA SPIGA	United States	2,637,264	10/15/02
VIA SPIGA	United States	2,111,812	11/11/97
VIA SPIGA	United States	2,787,553	11/25/03
VIA SPIGA	United States	2,722,434	06/03/03
VIA SPIGA	United States	1,420,167	12/09/86
VIA SPIGA	United States	2,742,911	07/29/03
VIASPIGA	United States	1467878	12/08/87
VS	United States	2,041,978	03/04/97
VS	United States	(78/103,133)	(01/16/02)
VS	United States	(76/145,838)	(10/10/00)
ALFINE	SWITZERLAND	381688	04/04/90
GLACEE BY IS COLLEZIONI	NEW ZEALAND	272192	09/09/98
INTERSHOE	BOLIVIA	75880	11/11/99
INTERSHOE	BOLIVIA	75893	11/11/99
INTERSHOE	BOLIVIA	84633	05/31/01
INTERSHOE	BRAZIL		
INTERSHOE	COSTA RICA	121221	07/27/00
INTERSHOE	COSTA RICA	121255	07/27/00



INTERSHOE	COSTA RICA	121258	07/27/00
INTERSHOE	GERMANY	39839466	08/11/98
INTERSHOE	SPAIN	1243409	07/03/89
INTERSHOE	SPAIN	1686792	11/05/93
INTERSHOE	SPAIN	1243410	05/03/88
INTERSHOE	GUATEMALA	101314	11/29/99
INTERSHOE	GUATEMALA	98276	08/04/99
INTERSHOE	GUATEMALA	101313	11/29/99
INTERSHOE	JAMAICA	36266	06/25/98
INTERSHOE	JAMAICA	(252059)	(6/25/98)
INTERSHOE	SOUTH KOREA	(2003-26773)	(6/13/03)
INTERSHOE	SOUTH KOREA	375534	09/24/97
INTERSHOE	MEXICO	496104	06/29/95
INTERSHOE	NEW ZEALAND	294754	04/06/99
INTERSHOE	NEW ZEALAND	294752	04/06/99
INTERSHOE	NEW ZEALAND	294753	04/06/99
INTERSHOE	PANAMA	(119719-01)	(2/27/02)
INTERSHOE	PANAMA	(119720-01)	(2/27/02)
INTERSHOE	SWEDEN	338253	06/09/00
INTERSHOE	URUGUAY	305062	10/16/98
INTERSHOE	VENEZUELA	N40948	09/28/00
INTERSHOE	VENEZUELA	P224398	09/28/00
INTERSHOE	BRITISH VIRGIN ISLANDS		(6/27/01)
INTERSHOE IS *	CANADA	585845	07/23/03
INTERSHOE IS *	GERMANY	39837903	09/21/98
INTERSHOE IS *	MALAYSIA	(97/20709)	(12/1/97)
INTERSHOE IS *	BRITISH VIRGIN ISLANDS	3738	02/04/02
IS COLLEZIONI	BOLIVIA	75885	11/11/99
IS COLLEZIONI	BOLIVIA	75892	11/11/99
IS COLLEZIONI	BOLIVIA	75865	11/11/99
IS COLLEZIONI	COSTA RICA	121220	07/27/00
IS COLLEZIONI	COSTA RICA	121259	07/27/00
IS COLLEZIONI	COSTA RICA	120978	06/30/00
IS COLLEZIONI	GERMANY	39835714	07/14/99
IS COLLEZIONI	GUATEMALA	98315	08/05/99
IS COLLEZIONI	GUATEMALA	101312	11/29/99
IS COLLEZIONI	GUATEMALA	98277	08/04/99
IS COLLEZIONI	INDONESIA	426383	11/17/97
IS COLLEZIONI	JAMAICA	(252057)	(6/26/98)
IS COLLEZIONI	JAMAICA	33645	06/25/98
IS COLLEZIONI	MALAYSIA	(97/20820)	(12/1/97)
IS COLLEZIONI	NEW ZEALAND	294747	12/20/99
IS COLLEZIONI	NEW ZEALAND	294745	12/20/99

IS COLLEZIONI	NEW ZEALAND	294746	12/20/99
IS COLLEZIONI	SWEDEN	344089	01/26/01
IS COLLEZIONI	SINGAPORE	T97/14468F	11/27/97
IS COLLEZIONI	URUGUAY	305061	10/16/98
IS COLLEZIONI	SOUTH AFRICA	(98/10905)	(6/25/98)
IS COLLEZIONI	SOUTH AFRICA	98/10906	06/25/98
IS COLLEZIONI	SOUTH AFRICA	98/10904	06/25/98
JAZZ BY IS COLLEZIONI	ARGENTINA	1723404	03/01/99
JAZZ BY IS COLLEZIONI	ARGENTINA	1723405	03/01/99
JAZZ BY IS COLLEZIONI	CHINA	1107326	10/31/97
JAZZ BY IS COLLEZIONI	ECUADOR	226999	10/12/99
JAZZ BY IS COLLEZIONI	ECUADOR	226899	10/12/99
JAZZ BY IS COLLEZIONI	GUATEMALA	95128	05/04/99
JAZZ BY IS COLLEZIONI	GUATEMALA	95955	04/29/99
JAZZ BY IS COLLEZIONI	HONG KONG	118499	01/29/99
JAZZ BY IS COLLEZIONI	NICARAGUA	38852	09/29/98
JAZZ BY IS COLLEZIONI	TAIWAN	876821	12/01/99
JAZZ BY IS COLLEZIONI	VIETNAM	25540	08/03/96
NECKEL	INDONESIA	328389	
NECKEL*	INDONESIA	322700	
NECKEL*	INDONESIA	456229	
NICKELS	NETHERLANDS ANTILLES	2974	02/11/98
NICKELS	AUSTRIA	126451	08/10/89
NICKELS	AUSTRALIA	A491575	07/21/88
NICKELS	AUSTRALIA	713989	01/04/99
NICKELS	BARBADOS	81/12403	04/06/00
NICKELS	BARBADOS	81/12404	04/06/00
NICKELS	BERMUDA	29410	01/18/99
NICKELS	BERMUDA	29411	01/16/98
NICKELS	BOLIVIA	75543	10/28/99
NICKELS	BOLIVIA	75881	11/11/99
NICKELS	BOLIVIA	75542	10/28/99
NICKELS	BRAZIL	(822166160)	(10/19/99)
NICKELS	BAHAMAS	20245	07/09/98
NICKELS	BAHAMAS	20242	07/09/98
NICKELS	CANADA	(1125214)	(12/14/01)
NICKELS	SWITZERLAND	374100	01/05/90
NICKELS	CHILE	515400	06/24/98
NICKELS	CHINA	1106108	09/21/97

NICKELS	CHINA	1100906	09/14/97
NICKELS	COSTA RICA	110624	12/11/98
NICKELS	COSTA RICA	121256	07/27/00
NICKELS	COSTA RICA	110827	12/14/98
NICKELS	CYPRUS	(61099)	(9/6/01)
NICKELS	CYPRUS	(61100)	(9/6/01)
NICKELS	DOMINICAN REPUBLIC	98921	09/15/98
NICKELS	DOMINICAN REPUBLIC	99180	09/15/98
NICKELS	DOMINICAN REPUBLIC	99195	09/15/98
NICKELS	DOMINICAN REPUBLIC	99182	09/15/98
NICKELS	ECUADOR	227399	10/12/99
NICKELS	ECUADOR		
NICKELS	COMUNITARIO	438390	09/10/98
NICKELS	GREAT BRITAIN	1311040	05/22/87
NICKELS	GUATEMALA	113087	09/21/01
NICKELS	GUATEMALA	96142	06/10/99
NICKELS	GUATEMALA	98278	08/04/99
NICKELS	HONG KONG	7181	07/20/98
NICKELS	HONG KONG	8435	08/22/97
NICKELS	HONDURAS	73042	11/27/98
NICKELS	HONDURAS		
NICKELS	HAITI	99121	07/28/99
NICKELS	HAITI	100121	07/28/99
NICKELS	INDONESIA	394449	09/30/97
NICKELS	INDONESIA		
NICKELS	ISRAEL	77724	03/10/94
NICKELS	INDIA		
NICKELS	INDIA		
NICKELS	JAMAICA	37995	01/15/98
NICKELS	JAMAICA		
NICKELS	JAPAN	2264702	09/21/90
NICKELS	ST. KITTS-NEVIS	4749	10/15/99
NICKELS	SOUTH KOREA	403088	06/01/98
NICKELS	SOUTH KOREA	390533	01/13/98
NICKELS	SOUTH KOREA	390532	01/13/98
NICKELS	MONGOLIA	91	08/14/96
NICKELS	MEXICO	569900	01/30/98
NICKELS	MEXICO	496104	12/08/94
NICKELS	MALAYSIA	(9608074)	(7/19/96)
NICKELS	MALAYSIA	96008075	11/06/02
NICKELS	NEW ZEALAND	265736	08/13/96
NICKELS	NEW ZEALAND	294749	12/20/99

NICKELS	NEW ZEALAND	172750	06/05/87
NICKELS	PANAMA	(119721-01)	(2/27/02)
NICKELS	PANAMA	(119722-01)	(2/27/02)
NICKELS	PERU	44933	04/07/98
NICKELS	PERU	44934	04/07/98
NICKELS	PHILLIPINES	(110422)	(8/7/96)
NICKELS	PHILLIPINES	4-96-112846	02/16/01
NICKELS	PARAGUAY	210530	01/20/99
NICKELS	PARAGUAY	210531	01/20/99
NICKELS	SINGAPORE	511288	09/19/88
NICKELS	SINGAPORE	778396	07/26/96
NICKELS	EL SALVADOR	187	05/17/99
NICKELS	EL SALVADOR	249	05/21/99
NICKELS	THAILAND	58418	06/10/97
NICKELS	THAILAND	68220	03/05/98
NICKELS	TAIWAN	772383	08/16/97
NICKELS	TAIWAN	768706	07/16/97
NICKELS	URUGUAY	43065	10/16/98
NICKELS	VENEZUELA	(1306499)	(7/30/99)
NICKELS	BRITISH VIRGIN ISLANDS	3231	05/20/98
NICKELS	VIETNAM	25586	11/19/97
NICKELS	SOUTH AFRICA	9610422	05/03/99
NICKELS	SOUTH AFRICA	98/10909	06/25/98
NICKELS	SOUTH AFRICA	96/10421	07/30/96
NICKELS BY IS COLLEZIONI	ARGENTINA	(2123335)	(12/30/97)
NICKELS BY IS COLLEZIONI	ARGENTINA	(2123334)	(12/30/97)
NICKELS*	CANADA	222615	08/26/77
NICKELS SOFT	BOLIVIA	75749	11/05/99
NICKELS SOFT	CANADA	596.383	12/03/03
NICKELS SOFT	CANADA	TMA 587.433	08/19/03
NICKELS SOFT	COSTA RICA	121239	07/27/00
NICKELS SOFT	GUATEMALA	(98-5101)	(7/8/98)
NICKELS SOFT	JAMAICA	(252056)	(6/26/98)
NICKELS SOFT	JAMAICA	(18343)	(6/25/98)
NICKELS SOFT	MEXICO	(539354)	(12/14/01)
NICKELS SOFT	NEW ZEALAND	294748	07/03/98
NICKELS SOFT	TAIWAN	848808	07/15/97
NICKELS SOFT	VENEZUELA		
NICKELS SOFT	SOUTH AFRICA	98/10907	06/25/98
PALOMA	NETHERLANDS ANTILLES	2972	02/11/98
PALOMA	AUSTRIA	125098	04/30/99
PALOMA	BARBADOS	81/12405	04/06/00
PALOMA	BARBADOS	81/12406	04/06/00
PALOMA	BERMUJA	29408	01/18/99

PALOMA	BERMUDA	29409	01/16/98
PALOMA	BOLIVIA	75545	10/28/99
PALOMA	BOLIVIA	75544	10/28/99
PALOMA	BRAZIL	(822166143)	(10/19/99)
PALOMA	CANADA	R 339334	04/22/88
PALOMA	SWITZERLAND	374099	06/20/88
PALOMA	CHILE	516488	07/10/98
PALOMA	CHINA		(9/13/01)
PALOMA	CYPRUS	(61101)	(9/6/01)
PALOMA	CYPRUS	(61102)	(9/6/01)
PALOMA	EAST GERMANY	657978DD	04/28/93
PALOMA	GERMANY	1146648	09/22/89
PALOMA	DOMINICAN REPUBLIC	98924	09/15/98
PALOMA	DOMINICAN REPUBLIC	99198	09/15/98
PALOMA	ECUADOR	227499	10/12/99
PALOMA	GREAT BRITAIN	2274642	11/15/02
PALOMA	GUATEMALA	96141	06/09/99
PALOMA	GUATEMALA	95127	05/04/99
PALOMA	HONG KONG	39901989	07/30/88
PALOMA	HONG KONG	3739/02	07/03/01
PALOMA	HONG KONG	3740/02	07/03/01
PALOMA	HONDURAS	73043	11/27/98
PALOMA	HONDURAS	73045	11/27/98
PALOMA	HAITI	109121	07/28/99
PALOMA	HAITI	110121	07/28/99
PALOMA	INDONESIA	393011	09/24/97
PALOMA	INDIA		
PALOMA	JAPAN	4396628	06/30/00
PALOMA	ST. KITTS-NEVIS	4755	10/15/99
PALOMA	MONGOLIA	1988	08/14/96
PALOMA	MACAO	N000718	06/26/96
PALOMA	MACAO	N000717	06/26/96
PALOMA	MEXICO	(529334)	(1/24/02)
PALOMA	MEXICO	(529327)	(1/24/02)
PALOMA	MEXICO	(529328)	(1/24/02)
PALOMA	MALAYSIA	(9607088)	(6/25/96)
PALOMA	MALAYSIA	(9607087)	(6/25/98)
PALOMA	NICARAGUA	38865	09/29/98
PALOMA	NICARAGUA	38851	09/29/98
PALOMA	NEW ZEALAND	265735	04/06/99
PALOMA	NEW ZEALAND	172749	11/06/89
PALOMA	PANAMA	(119723-01)	(2/27/02)
PALOMA	PANAMA	(119724-01)	(2/27/02)
PALOMA	PERU	44935	04/08/98
PALOMA	PHILLIPINES	(110428)	(8/7/96)

PALOMA	PHILLIPINES	4-96-112852	02/16/01
PALOMA	PARAGUAY	210553	01/20/99
PALOMA	RUSSIAN FEDERATION	(01719793)	(7/3/01)
PALOMA	SINGAPORE	T96/06872B	05/07/96
PALOMA	SINGAPORE	511388	09/19/88
PALOMA	SURINAME	16458	01/13/98
PALOMA	EL SALVADOR	BOOK 92/3-4	05/21/99
PALOMA	THAILAND	KOR59030	06/03/97
PALOMA	THAILAND	KOR 59029	06/03/97
PALOMA	BRITISH VIRGIN ISLANDS	3230	01/06/98
PALOMA	SOUTH AFRICA	9610423	10/07/99
PALOMA	SOUTH AFRICA	881740	08/23/90
PALOMA BY IS COLLEZIONI	ARGENTINA	1723255	03/01/99
PALOMA BY IS COLLEZIONI	ARGENTINA	1804370	09/15/00
PALOMA BY IS COLLEZIONI	BAHAMAS	20229	12/17/97
PALOMA BY IS COLLEZIONI	BAHAMAS	20230	12/17/97
PALOMA BY IS COLLEZIONI	CHINA	1174525	05/14/98
PALOMA BY IS COLLEZIONI	INDIA		
PALOMA BY IS COLLEZIONI	MEXICO	735786	02/28/02
PALOMA BY IS COLLEZIONI	MEXICO	556285	08/28/97
PALOMA BY IS COLLEZIONI	TAIWAN	865839	09/01/99
PALOMA BY IS COLLEZIONI	TAIWAN	802260	05/01/98
PALOMA*	JAPAN	2464308	10/30/92
PEEPLS	CANADA	222616	12/10/84
SP STUDIO PAOLO	NETHERLANDS ANTILLES	2975	08/27/01
SP STUDIO PAOLO	BARBADOS	81/12413	04/06/00
SP STUDIO PAOLO	BARBADOS	81/12414	04/06/00
SP STUDIO PAOLO	BOLIVIA	15615C	01/11/99
SP STUDIO PAOLO	BOLIVIA	75616	11/01/09
SP STUDIO PAOLO	BAHAMAS	20218	07/09/98
SP STUDIO PAOLO	BAHAMAS	20219	07/09/98
SP STUDIO PAOLO	COLOMBIA	2105	08/27/98
SP STUDIO PAOLO	COLOMBIA	245458	08/14/01

SP STUDIO PAOLO	COSTA RICA	110566	10/12/98
SP STUDIO PAOLO	COSTA RICA	110588	12/10/98
SP STUDIO PAOLO	ECUADOR	226599	10/12/99
SP STUDIO PAOLO	ECUADOR	320	02/15/00
SP STUDIO PAOLO	GREAT BRITAIN	2121011	07/31/98
SP STUDIO PAOLO	GUATEMALA	95905	04/27/99
SP STUDIO PAOLO	GUATEMALA	116546	04/05/02
SP STUDIO PAOLO	HONDURAS	73048	11/27/98
SP STUDIO PAOLO	HONDURAS	73079	11/27/98
SP STUDIO PAOLO	HAITI	107121	07/28/99
SP STUDIO PAOLO	HAITI	108121	07/28/99
SP STUDIO PAOLO	NICARAGUA	38862	09/29/98
SP STUDIO PAOLO	NICARAGUA	38850	09/29/98
SP STUDIO PAOLO	PERU	45075	04/22/98
SP STUDIO PAOLO	PERU	45074	04/22/98
SP STUDIO PAOLO	PARAGUAY	210536	01/20/99
SP STUDIO PAOLO	PARAGUAY	210535	01/20/99
SP STUDIO PAOLO	EL SALVADOR	186	05/17/99
SP STUDIO PAOLO	EL SALVADOR	171/96	09/20/99
SP STUDIO PAOLO	BRITISH VIRGIN ISLANDS	3235	05/21/98
SPIGA	ECUADOR	811-97	03/26/97
STUDIO PAOLO	AUSTRIA	126450	08/10/89
STUDIO PAOLO	AUSTRALIA	759162	03/18/95
STUDIO PAOLO	BENELUX	488644	10/05/90
STUDIO PAOLO	CANADA	362831	11/10/89
STUDIO PAOLO	SWITZERLAND	374101	01/05/90
STUDIO PAOLO	GERMANY	DD653727	03/21/94
STUDIO PAOLO	GERMANY	1137508	04/10/89
STUDIO PAOLO	FRANCE	1482454	08/10/98
STUDIO PAOLO	GREAT BRITAIN	1406960	11/28/89
STUDIO PAOLO	GREECE	101906	05/17/94
STUDIO PAOLO	HONG KONG	316090	10/19/90
STUDIO PAOLO	ISRAEL	77725	06/02/94

STUDIO PAOLO	ITALY	546927	06/14/91
STUDIO PAOLO	JAPAN	2258508	08/30/90
STUDIO PAOLO	MEXICO	566901	01/30/98
STUDIO PAOLO	MEXICO	501578	08/29/95
STUDIO PAOLO	NEW ZEALAND	183923	03/06/91
STUDIO PAOLO	SWEDEN	218379	08/10/90
STUDIO PAOLO	TAIWAN	526040	06/16/91
STUDIO VIA SPIGA	BOLIVIA	75884	11/11/99
STUDIO VIA SPIGA	BOLIVIA	75866	11/11/99
STUDIO VIA SPIGA	BOLIVIA	75887	11/11/99
STUDIO VIA SPIGA	CANADA	549085	08/01/01
STUDIO VIA SPIGA	CHILE	563306	03/07/00
STUDIO VIA SPIGA	COSTA RICA	121257	07/27/00
STUDIO VIA SPIGA	COSTA RICA	122131	09/11/00
STUDIO VIA SPIGA	COSTA RICA	120980	06/30/00
STUDIO VIA SPIGA	GERMANY	39835713	06/14/99
STUDIO VIA SPIGA	GUATEMALA	116419	03/27/02
STUDIO VIA SPIGA	GUATEMALA	101310	11/29/99
STUDIO VIA SPIGA	GUATEMALA	116410	03/26/02
STUDIO VIA SPIGA	JAMAICA	34991	06/26/98
STUDIO VIA SPIGA	JAMAICA	35597	06/26/98
STUDIO VIA SPIGA	NEW ZEALAND	294759	04/06/99
STUDIO VIA SPIGA	NEW ZEALAND	294758	04/06/99
STUDIO VIA SPIGA	NEW ZEALAND	294757	04/06/99
STUDIO VIA SPIGA	PERU	78267	01/09/02
STUDIO VIA SPIGA	SWEDEN	338254	06/09/00
STUDIO VIA SPIGA	THAILAND	DOCKETED	
STUDIO VIA SPIGA	THAILAND	DOCKETED	
STUDIO VIA SPIGA	THAILAND	DOCKETED	
STUDIO VIA SPIGA	TAIWAN	870318	06/15/91



STUDIO VIA SPIGA	URUGUAY	305057	10/16/98
STUDIO VIA SPIGA	VENEZUELA	(1306799)	(9/30/99)
STUDIO VIA SPIGA	SOUTH AFRICA	98/10898	06/25/98
STUDIO VIA SPIGA	SOUTH AFRICA	98/10899	06/25/98
STUDIO VIA SPIGA	SOUTH AFRICA	98/10900	06/25/98
STUDIO VIA SPIGA DESIGN	CANADA	551556	09/26/01
V S VIA SPIGA	AUSTRALIA	648893	07/24/98
V S VIA SPIGA	BENELUX	569808	12/13/94
V S VIA SPIGA	SWITZERLAND	427101	12/16/94
V S VIA SPIGA	FRANCE	96627175	05/28/96
V S VIA SPIGA	ISRAEL	96167	05/08/97
V S VIA SPIGA	ISRAEL	96168	12/20/01
V S VIA SPIGA	JAPAN	3320869	06/13/97
V S VIA SPIGA	JAPAN	4112555	02/13/98
V S VIA SPIGA	SOUTH KOREA	348159	10/10/96
V S VIA SPIGA	NEW ZEALAND	243966	01/16/98
V S VIA SPIGA	NEW ZEALAND	244086	01/16/98
V S VIA SPIGA	SWEDEN	309284	03/01/96
V S VIA SPIGA	SOUTH AFRICA	9413833	06/12/97
V S VIA SPIGA	SOUTH AFRICA	9414085	06/12/97
VIA BRERA	CANADA	361824	11/03/89
VIA BRERA	SWITZERLAND	374102	01/15/90
VIA BRERA	HONG KONG	B109691	03/28/91
VIA BRERA	MEXICO	501577	08/29/95
VIA BRERA	NEW ZEALAND	176938	01/11/88
VIA BRERA	SWEDEN	217845	07/06/90
VIA SPIGA	NETHERLANDS ANTILLES	2976	02/11/98
VIA SPIGA	ARGENTINA	1868565	04/23/02
VIA SPIGA	ARGENTINA	1868566	04/23/02
VIA SPIGA	AUSTRALIA	713990	07/29/96
VIA SPIGA	AUSTRALIA	523681	11/21/96
VIA SPIGA	BARBADOS	81/12343	04/06/00
VIA SPIGA	BARBADOS	81/12344	04/06/00
VIA SPIGA	BERMUDA	29406	01/16/98
VIA SPIGA	BERMUDA	29407	01/16/98
VIA SPIGA	BOLIVIA	75547	10/28/99
VIA SPIGA	BOLIVIA	75886	11/11/99
VIA SPIGA	BOLIVIA	75546	10/28/99
VIA SPIGA	BRAZIL		
VIA SPIGA	BRAZIL		
VIA SPIGA	BRAZIL		

VIA SPIGA	BAHAMAS	20223	12/17/97
VIA SPIGA	BAHAMAS	20224	12/17/97
VIA SPIGA	BENELUX	488646	10/08/90
VIA SPIGA	CANADA	434904	10/28/94
VIA SPIGA	CANADA	571917	12/09/02
VIA SPIGA	CANADA	596,473	12/04/03
VIA SPIGA	CANADA	TMA 584205	06/23/03
VIA SPIGA	SWITZERLAND	374103	01/05/90
VIA SPIGA	SWITZERLAND	483178	10/24/00
VIA SPIGA	CHILE	538791	04/16/99
VIA SPIGA	CHILE	510969	04/24/98
VIA SPIGA	CHILE	605352	10/12/01
VIA SPIGA	CHILE	460144	11/22/89
VIA SPIGA	CHILE	605353	10/12/01
VIA SPIGA	CHINA	(00198584)	(12/18/00)
VIA SPIGA	CHINA	(00198585)	(12/18/00)
VIA SPIGA	CHINA	1364908	02/14/00
VIA SPIGA	COLOMBIA	(97059824)	(10/14/97)
VIA SPIGA	COLOMBIA	(00/078310)	(10/13/00)
VIA SPIGA	COLOMBIA	(00/078311)	(10/13/00)
VIA SPIGA	COLOMBIA	(97059827)	(10/14/97)
VIA SPIGA	COSTA RICA	110826	12/14/98
VIA SPIGA	COSTA RICA	120979	06/30/00
VIA SPIGA	COSTA RICA	110549	12/10/98
VIA SPIGA	CYPRUS	(61093)	(9/6/01)
VIA SPIGA	CYPRUS	(61098)	(9/6/01)
VIA SPIGA	CYPRUS	(61097)	(9/6/01)
VIA SPIGA	CYPRUS	(61096)	(9/6/01)
VIA SPIGA	CYPRUS	(61095)	(9/6/01)
VIA SPIGA	CYPRUS	(61094)	(9/6/01)
VIA SPIGA	GERMANY	39835715	06/22/99
VIA SPIGA	GERMANY	653904	09/29/94
VIA SPIGA	DENMARK	VR9104491	07/26/91
VIA SPIGA	DOMINICAN REPUBLIC	98926	09/15/98
VIA SPIGA	DOMINICAN REPUBLIC	999	09/15/98
VIA SPIGA	DOMINICAN REPUBLIC	99183	09/15/98
VIA SPIGA	DOMINICAN REPUBLIC	99178	09/15/98
VIA SPIGA	ECUADOR	2279	10/12/99
VIA SPIGA	ECUADOR	1473802	10/04/01
VIA SPIGA	COMUNITARIO	1899079	01/29/02
VIA SPIGA	SPAIN	1531757	11/20/89
VIA SPIGA	FRANCE	1642034	11/20/00
VIA SPIGA	GREAT BRITAIN	2121010	01/16/97
VIA SPIGA	GREECE	101907	05/17/94
VIA SPIGA	GUATEMALA	101311	11/29/99

VIA SPIGA	GUATEMALA	94605	04/29/99
VIA SPIGA	GUATEMALA	9708	04/27/99
VIA SPIGA	GUATEMALA	116409	03/26/02
VIA SPIGA	GUATEMALA	94656	05/04/99
VIA SPIGA	GUATEMALA	(97006459)	(8/6/97)
VIA SPIGA	HONG KONG	B1109599	08/12/96
VIA SPIGA	HONG KONG	B1097191	07/30/95
VIA SPIGA	HONG KONG	B14700	03/14/00
VIA SPIGA	HONDURAS	73047	11/27/98
VIA SPIGA	HONDURAS	73081	11/27/98
VIA SPIGA	HAITI	111121	07/28/99
VIA SPIGA	HAITI	112/121	07/28/99
VIA SPIGA	INDONESIA	39447	09/30/97
VIA SPIGA	INDONESIA	491467	09/27/01
VIA SPIGA	INDONESIA	491466	11/27/00
VIA SPIGA	ISRAEL	77726	09/27/97
VIA SPIGA	ISRAEL	142912	11/12/01
VIA SPIGA	ISRAEL	142911	11/12/01
VIA SPIGA	INDIA	(724584)	(08/01/96)
VIA SPIGA	INDIA	(724583)	(08/01/96)
VIA SPIGA	JAMAICA	37992	01/13/98
VIA SPIGA	JAMAICA	33623	01/15/98
VIA SPIGA	JAPAN	4092946	12/12/97
VIA SPIGA	JAPAN	2717034	10/31/96
VIA SPIGA	JAPAN	(94444/00)	(08/28/00)
VIA SPIGA	JAPAN	4517612	10/26/01
VIA SPIGA	ST.KITTS-NEVIS	4754	10/18/99
VIA SPIGA	SOUTH KOREA	232650	12/06/01
VIA SPIGA	SOUTH KOREA	403089	06/01/98
VIA SPIGA	SOUTH KOREA	523448	06/21/02
VIA SPIGA	SOUTH KOREA	(00-48362)	(10/16/00)
VIA SPIGA	SOUTH KOREA	420545	09/10/98
VIA SPIGA	LEBANON	77154	10/06/98
VIA SPIGA	LEBANON	77154	10/06/98
VIA SPIGA	LEBANON	85137	10/17/00
VIA SPIGA	MONGOLIA		08/14/96
VIA SPIGA	MEXICO	741043	03/27/98
VIA SPIGA	MEXICO	727176	11/30/01
VIA SPIGA	MEXICO	(544263)	(04/24/02)
VIA SPIGA	MEXICO	768709	07/31/00
VIA SPIGA	MEXICO	509208	12/08/94
VIA SPIGA	MALAYSIA	(96/08069)	(07/19/96)
VIA SPIGA	MALAYSIA	00 14678	07/31/00
VIA SPIGA	MALAYSIA	00/14679	07/31/00
VIA SPIGA	MALAYSIA	(9608070)	(07/19/96)
VIA SPIGA	NICARAGUA	38861	09/29/98
VIA SPIGA	NEW ZEALAND	172063	07/15/94

VIA SPIGA	NEW ZEALAND	265737	08/13/96
VIA SPIGA	NEW ZEALAND	294756	07/03/98
VIA SPIGA	NEW ZEALAND	(625151)	(10/13/00)
VIA SPIGA	NEW ZEALAND	(625150)	(10/13/00)
VIA SPIGA	NEW ZEALAND	294755	07/03/98
VIA SPIGA	PANAMA	(119707-01)	(02/27/02)
VIA SPIGA	PANAMA	(119718-01)	(02/27/02)
VIA SPIGA	PERU	44931	04/07/98
VIA SPIGA	PERU	82837	07/11/02
VIA SPIGA	PERU	82838	07/11/02
VIA SPIGA	PHILLIPINES	4-96-112847	10/18/01
VIA SPIGA	PHILLIPINES	496112848	01/02/01
VIA SPIGA	PHILLIPINES	(4-000008936)	(10/23/00)
VIA SPIGA	PARAGUAY	210537	01/20/99
VIA SPIGA	RUSSIAN FEDERATION	175251	05/21/99
VIA SPIGA	SAUDI ARABIA	4772	10/31/98
VIA SPIGA	SAUDI ARABIA	47779	10/31/98
VIA SPIGA	SAUDI ARABIA	606/85	01/10/01
VIA SPIGA	SAUDI ARABIA	47777	05/18/99
VIA SPIGA	SAUDI ARABIA	(68964)	(01/10/01)
VIA SPIGA	SWEDEN	217846	07/06/00
VIA SPIGA	SWEDEN	338257	06/09/00
VIA SPIGA	SINGAPORE	T9607785C	07/26/96
VIA SPIGA	SINGAPORE	T00/18223E	07/31/00
VIA SPIGA	SINGAPORE	T00/18224C	07/31/00
VIA SPIGA	SINGAPORE	511488	09/19/88
VIA SPIGA	SURINAME	(17861)	(06/29/01)
VIA SPIGA	EL SALVADOR	7/105	05/26/00
VIA SPIGA	EL SALVADOR	188	12/11/98
VIA SPIGA	THAILAND	58416	07/10/96
VIA SPIGA	TAIWAN	526039	06/16/91
VIA SPIGA	TAIWAN	950509	07/16/01
VIA SPIGA	TAIWAN	970345	11/16/01
VIA SPIGA	TAIWAN	835899	04/01/01
VIA SPIGA	URUGUAY	305060	10/16/98
VIA SPIGA	VENEZUELA	(1306999)	(07/30/99)
VIA SPIGA	VENEZUELA	(23139-00)	(12/13/00)
VIA SPIGA	VENEZUELA	S14254	09/28/00
VIA SPIGA	VENEZUELA	(23140-00)	(12/13/00)
VIA SPIGA	VENEZUELA	(1306899)	(07/30/99)

VIA SPIGA	BRITISH VIRGIN ISLANDS	3229	01/06/98
VIA SPIGA	VIETNAM	(48395)	(08/31/00)
VIA SPIGA	SOUTH AFRICA	96/10417	07/30/96
VIA SPIGA	SOUTH AFRICA	98/10908	06/25/98
VIA SPIGA	SOUTH AFRICA	88/7143	08/17/88
VIA SPIGA IN KOREAN	SOUTH KOREA	235504	12/06/01
VIA SPIGA	ARGENTINA	(1424844)	
VIA SPIGA	ARGENTINA	(1424843)	
VIA SPIGA	AUSTRIA	IR499282	01/09/86
VIA SPIGA	AUSTRIA	IR555432	06/20/90
VIA SPIGA	AUSTRALIA	535063	05/25/97
VIA SPIGA	AUSTRALIA	535064	05/25/97
VIA SPIGA	BULGARIA	IR499282	01/09/86
VIA SPIGA	BULGARIA	IR555432	06/20/90
VIA SPIGA	BENELUX	IR499282	01/09/86
VIA SPIGA	BENELUX	IR555432	06/20/90
VIA SPIGA	SWITZERLAND	IR555432	06/20/90
VIA SPIGA	CHINA	IR552906	05/31/00
VIA SPIGA	CHINA	IR555432	06/20/90
VIA SPIGA	CUBA	IR555432	06/20/90
VIA SPIGA	CZECH REPUBLIC	IR499282	01/09/86
VIA SPIGA	CZECH REPUBLIC	IR555432	06/20/90
VIA SPIGA	GERMANY	IR499282	01/09/86
VIA SPIGA	GERMANY	IR555432	06/20/90
VIA SPIGA	GERMANY	IR499282	01/09/86
VIA SPIGA	ALGERIA	IR499282	01/09/86
VIA SPIGA	ALGERIA	IR555432	06/20/90
VIA SPIGA	EGYPT	IR499282	01/09/86
VIA SPIGA	EGYPT	IR555432	06/20/90
VIA SPIGA	SPAIN	IR499282	01/09/86
VIA SPIGA	SPAIN	IR555432	06/20/90
VIA SPIGA	FRANCE	IR499282	01/09/86
VIA SPIGA	FRANCE	IR555432	06/20/90
VIA SPIGA	HUNGARY	IR499282	01/09/86
VIA SPIGA	HUNGARY	IR555432	06/20/90
VIA SPIGA	INTERNAZIONALE	IR552906	05/31/00
VIA SPIGA	INTERNAZIONALE	IR555432	06/20/90
VIA SPIGA	INTERNAZIONALE	IR449282	01/09/86
VIA SPIGA	NORTH KOREA	IR449282	01/09/86
VIA SPIGA	NORTH KOREA	IR555432	06/20/90
VIA SPIGA	LIECHTENSTEIN	IR499282	01/09/86

VIA SPIGA	LIECHTENSTEIN	IR555432	06/20/90
VIA SPIGA	MOROCCO	IR499282	01/09/86
VIA SPIGA	MOROCCO	IR555432	06/20/90
VIA SPIGA	MONACO	IR499282	01/09/86
VIA SPIGA	MONACO	IR555432	06/20/90
VIA SPIGA	MONGOLIA	IR499282	01/09/86
VIA SPIGA	MONGOLIA	IR555432	06/20/90
VIA SPIGA	PORTUGAL	IR499282	01/09/86
VIA SPIGA	PORTUGAL	IR555432	06/20/90
VIA SPIGA	ROMANIA	IR499282	01/09/86
VIA SPIGA	ROMANIA	IR555432	06/20/90
VIA SPIGA	SUDAN	IR499282	01/09/86
VIA SPIGA	SUDAN	IR555432	06/20/90
VIASPIGA	RUSSIA	IR555432	06/20/90
VIASPIGA	VIETNAM	IR499282	01/09/86
VIASPIGA	VIETNAM	IR555432	06/20/90
VIASPIGA	YUGOSLAVIA	IR499282	01/09/86
VIASPIGA	YUGOSLAVIA	IR555432	06/20/90
VIASPIGA	GERMANY	39628568	10/21/96
VIASPIGA	FINLAND	116460A	01/20/92
VIASPIGA	FINLAND	116460B	01/20/92
VIASPIGA	GREAT BRITAIN	1254781	11/20/85
VIASPIGA	GREAT BRITAIN	1254777	08/28/90
VIASPIGA	ICELAND	91/91	01/07/91
VIASPIGA	ITALY	730973	01/09/86
VIASPIGA	ITALY	530603	05/25/90
VIASPIGA	JAPAN	2534263	05/31/93
VIASPIGA	SOUTH KOREA	215843	06/27/91
VIASPIGA	SOUTH KOREA	221161	09/11/91
VIASPIGA	SOUTH KOREA	216950	07/18/91
VIASPIGA	NORWAY	147775	11/28/81
VIASPIGA	TUNISIA	43490	05/18/90
VIASPIGA	TURKEY	201162	02/13/01
VIASPIGA	TURKEY	126594	02/13/91
VIASPIGA	TAIWAN	518958	04/01/91
VIASPIGA	TAIWAN	522590	05/16/91
VIASPIGA	TAIWAN	521712	05/01/91
VIASPIGA	URUGUAY	237657	03/01/91
VITTORIO SABATINO	CANADA	387837	08/16/91
VITTORIO SABATINO	MEXICO	501576	08/29/95
VS	BAHAMAS	20226	12/17/97
VS	BAHAMAS	20225	12/17/97
VS	CANADA		
VS	CHILE	508389	03/26/98
VS	COLOMBIA	236077	04/02/01
VS	COSTA RICA	110587	12/10/98

VS	COSTA RICA	110590	12/10/98
VS	ECUADOR	232699	10/12/99
VS	ECUADOR	227299	10/12/99
VS	COMUNITARIO	2170462	08/02/02
VS	GUATEMALA	95124	05/04/99
VS	GUATEMALA	95125	05/04/99
VS	HONDURAS	73080	11/27/98
VS	HONDURAS	73082	11/27/98
VS	HAITI	105121	07/28/99
VS	HAITI	106121	07/28/99
VS	INDONESIA	398119	10/10/96
VS	INDONESIA	398105	10/10/96
VS	ST.KITTS-NEVIS	4753	10/15/99
VS	MONGOLIA	1987	08/14/96
VS	MACAO	851	12/11/96
VS	MACAO	852	12/11/96
VS	MEXICO	556963	(07/17/02)
VS	MEXICO	759897	08/21/02
VS	MEXICO	(556965)	(07/17/02)
VS	MEXICO	(556966)	(07/17/02)
VS	MEXICO	(562731)	(08/23/02)
VS	MEXICO		
VS	NICARAGUA	38863	09/28/98
VS	NICARAGUA	38864	09/28/98
VS	PERU	44890	04/03/98
VS	EL SALVADOR	15/104	08/05/00
VS	EL SALVADOR	2	05/21/99
VS	BRITISH VIRGIN ISLANDS	3234	05/21/98
VS BY IS COLLEZIONI	NETHERLANDS ANTILLES	20512	02/11/98
VS BY IS COLLEZIONI	ARGENTINA	1723253	03/01/99
VS BY IS COLLEZIONI	ARGENTINA	1723254	03/01/99
VS BY IS COLLEZIONI	BOLIVIA	75614	11/01/99
VS BY IS COLLEZIONI	BOLIVIA	75618C	11/01/99
VS BY IS COLLEZIONI	CHINA	1176537	05/20/98
VS BY IS COLLEZIONI	CHINA	1152460	02/21/98
VS BY IS COLLEZIONI	JAPAN	4092957	12/12/97
VS BY IS COLLEZIONI	JAPAN	4092958	10/27/97
VS BY IS COLLEZIONI	PARAGUAY	210534	01/20/99
VS BY IS COLLEZIONI	PARAGUAY	210532	01/20/99

VS BY IS COLLEZIONI	TAIWAN	772393	08/16/97
VS BY IS COLLEZIONI	TAIWAN	770587	08/01/97
VS BY IS COLLEZIONI	URUGUAY	298315	05/27/98
VS VIA SPIGA	GERMANY	39406498	08/17/95
VIA SPIGA	SOUTH KOREA		
STUDIO PAOLO	CHILE	500380	07/01/99
INTERSHOE	BRAZIL	(825143543)	(12/06/02)
INTERSHOE	BRAZIL	(825143560)	(12/06/02)
INTERSHOE	BRAZIL	(825143551)	(12/06/02)
NICKELS	MEXICO	(562730)	(08/23/02)
PALOMA	EL SALVADOR	189/BOOK85	12/11/98
VIA SPIGA	HONG KONG	1770528	05/21/02
VS	U.S.A.	2041978	03/04/97
VIA SPIGA	SURINAME	15911	01/13/98
VIA SPIGA	SOUTH KOREA	(40-03-0029616)	(07/01/03)
INTERSHOE, INC.	SPAIN	162291	



**Schedule B -COPYRIGHTS**

TITLE	COPYRIGHT REG. NO.	ISSUE DATE
Shoe sole	VA278174	06/09/87
Skull buckle	VA354476	05/30/89
Heel plate	VA354477	05/30/89
Rosette plate	VA354478	05/30/89
Heel escutcheon	VA354479	05/30/89
Skull harness	VA354480	05/30/89
Skull escutcheon	VA354481	05/30/89
Heel plate	VA354482	05/30/89
Heel cover	VA354483	05/30/89
Zodiac Angels	VA354484	05/30/89
Spider	VA354485	05/30/89
Eagle and banner	VA354486	05/30/89
Spider sculpture	VA354487	05/30/89
Rosette medallion	VA354488	05/30/89
Buckle assembly	VA354489	05/30/89
Rosette buckle	VA354490	05/30/89
Flowers	VA354491	05/30/89
Star and wreath pin	VA360448	09/14/89
Star and long wreath	VA360449	09/14/89
Mirror-image wreath	VA360450	09/14/89
Star in circular wreath	VA360451	09/14/89
Rosette (small) escutcheon	VA383651	05/30/89
Rose over the toe	VA386500	11/28/89
Oval star and wreath buckle	VA393067	12/14/89

TITLE	COPYRIGHT REG. NO.	ISSUE DATE
Star triangle	VA393068	12/14/89
Star in circular wreath buckle	VA395471	12/14/89
Rosette wing	VA395472	12/14/89
Rosette buckle	VA395473	12/14/89
Gold floral toe piece	VA396201	12/26/89
Gold star and floral toe piece	VA396202	12/26/89
New Hampshire map	VA399620	05/30/89
Three piece lions and wreaths	VA400706	05/09/90
Lions in circular and long wreaths	VA400707	05/09/90
Hearts and long wings	VA400708	05/09/90
Rosette and ring	VA400709	05/09/90
Pearl and helix two loop harness	VA400710	05/09/90
Two piece heart buckle	VA400711	05/09/90
Pearl and helix in three loop harness	VA400712	05/09/90
Lions in circular wreath	VA400713	05/09/90
Rearing lions	VA400714	05/09/90
Mirror image curl and plate	VA400715	05/09/90
Mirror image curl and bar	VA400716	05/09/90
G clef with guitar heads toe piece	VA400717	05/09/90
Ring and circles	VA400718	05/09/90
Three horses in wreath	VA400719	05/09/90
G clef with guitar heads heel piece	VA400720	05/09/90
Niche and leaf bar	VA400721	05/09/90
One piece guitar head	VA400722	05/09/90
Hearts and triangular shape	VA400723	05/09/90

TITLE	COPYRIGHT REG. NO.	ISSUE DATE
Hearts in hourglass shape	VA400724	05/09/90
Two piece mirror image triangles	VA400725	05/09/90
Hearts in square shape	VA400726	05/09/90
Heart and checkboard wings	VA400727	05/09/90
Hearts and short wing	VA400728	05/09/90
Two piece guitar head	VA400729	05/09/90
Horse head toe piece	VA401421	05/10/90
Heart and angled wings	VA401427	05/10/90
Heart and flames	VA401429	05/10/90
Horse head harness	VA401430	05/10/90
Daisy heart	VA401431	05/10/90
Horse head heel plate	VA401432	05/10/90
Z toe piece	VA401433	05/10/90
Buckle number SC-10152	VA408849	09/22/89
Flowers with cutout star	VA410028	06/21/90
Horse head harness buckle	VA411932	06/21/90
Z-flex with fish design	VA429880	10/05/90
Mon w/fisherman	VA429881	10/05/90
Foot-z	VA430662	10/09/90
Star in circular wreath with harness	VA486764	11/06/91
Toeplate	VA581477	08/30/93
Mon w/fisherman	VA596623	08/30/93

**SCHEDULE C TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST  
IN PATENTS,  
TRADEMARKS AND LICENSES**

between

**BENNETT FOOTWEAR GROUP LLC  
BENNETT FOOTWEAR ACQUISITION LLC  
BENNETT FOOTWEAR RETAIL LLC**

and

**THE CIT GROUP/COMMERCIAL SERVICES, INC.**

**Licenses**

1. License Agreement with Fashion Shoe Licensing LLC dated November 13, 1998, as amended\*
2. License Agreement with Komex International, Inc., dba Bubblegum USA dated December 17, 2001
3. License Agreement with Etienne Aigner, Inc. dated as of September 15, 2003

\*The Company sublicenses certain of the trademarks licensed to it by Fashion Shoe Licensing LLC pursuant to a Sub-License Agreement with Rosetti Handbags and Accessories, Ltd. dated May 24, 2002.

**SCHEDULE D TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST  
IN PATENTS,  
TRADEMARKS AND LICENSES**

between  
**BENNETT FOOTWEAR GROUP LLC  
BENNETT FOOTWEAR ACQUISITION LLC  
BENNETT FOOTWEAR RETAIL LLC**

and

**THE CIT GROUP/COMMERCIAL SERVICES, INC.**

**Infringements**

**OPPOSITION TO NICKELS BY IS COLLEZIONI IN ARGENTINA BY NILSEM**

Nilsem opposed the two applications in Argentina for this mark. After prolonged negotiations, Nilsem has agreed to withdraw the oppositions. We are currently awaiting receipt of the executed agreement.

**PALOMA v. PALOMA and Chinese Characters (Ningbuo Daxie) in China**

We are currently awaiting a decision from the Trademark Review Board in this opposition filed by Intershoe.

**VIA SPIGA v. VIA SPIGA 26 (Sugaya) in Japan**

The registration for VIA SPIGA 26 has blocked Intershoe's application for VIA SPIGA in Class 25. Invalidation actions are pending as are settlement negotiations. Local counsel is recommending that Intershoe increase its monetary offer and a response from the company is being awaited.

**VIA SPIGA v. VIA SPIGA SARL in Lebanon**

A local company has incorporated under the Via Spiga name and Intershoe is attempting to force this company to change its name. The case is in litigation.

**VIA SPIGA v VIA SPIGA (Via Spiga Textil) in Mexico**

Intershoe has filed a cancellation action against the registration of VIA SPIGA in Class 24. An initial decision rejecting the cancellation is currently on appeal.

**VIA SPIGA v. VIA SPIGA (Marina Mall) in UAE**

A civil litigation against the use of VIA SPIGA by a local company as the name of a retail store has initially been decided against Intershoe. Local counsel is filing an appeal.

VIA SPIGA v. VIA SPIGA and Design (Tomas Elias Gonzalez) in Venezuela

An opposition against this application is currently pending.

US Conflicts

INTERSHOE v INTERFUSE (Savier, Inc.)

A settlement agreement has been signed. Savier has filed a request to amend its application in accordance with the agreement. The opposition is currently suspended pending review of the request by a Trademark Office examiner.

PALOMA v PALOMA BARCELO (Jose Barcelo Martinez)

A cease and desist letter has been sent. The application is still pending.

PALOMA v. PALOMINO and Design (Blanco Coyne)

Settlement negotiations are ongoing. A proposal has been sent to counsel for Applicant for review.

NICKELS v. SCAM-CO.'s SQUIRTING NICKEL (Scam-Co., Inc.)

A cease and desist letter has been sent and a response has not yet been received.

SUBORDINATE SECURITY INTEREST IN THE INTELLECTUAL PROPERTY  
COLLATERAL

Pursuant to a Security Agreement dated March 11, 2004, Intershoe, Inc., Intershoe Retail, Inc. and Intershoe Services, Inc. hold a security interest in the assets of Bennett Footwear Acquisition LLC, including the Intellectual Property Collateral, which security interest is subordinate to the security interest held by CIT.

**SCHEDULE E TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST  
IN PATENTS,  
TRADEMARKS AND LICENSES**

between

**BENNETT FOOTWEAR GROUP LLC  
BENNETT FOOTWEAR ACQUISITION LLC  
BENNETT FOOTWEAR RETAIL LLC**

and

**THE CIT GROUP/COMMERCIAL SERVICES, INC.**

**Schedule of Countries Where Intellectual Property Collateral Must Be Maintained**

United States  
Australia  
Brazil  
Canada  
China  
Hong Kong  
Italy  
Japan  
Mexico  
Great Britain  
France  
Germany  
Spain

Other jurisdictions may be added, to the extent such jurisdictions are deemed to be material to the business of the Company, by mutual agreement of the Company and CITCS.