

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sibley's Shoes, Inc.		02/17/2004	CORPORATION: MICHIGAN

RECEIVING PARTY DATA	
Name:	Mr. Alan's Men's Bootery, Inc.
Street Address:	14177 Telegraph Road
Internal Address:	Suite A
City:	Redford
State/Country:	MICHIGAN
Postal Code:	48239
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2567297	SIBLEYS SHOES.COMFORT
Registration Number:	1386875	TRAVELERS
Registration Number:	1583729	BARRICINI

CORRESPONDENCE DATA	
Fax Number:	(248)649-3338
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2486493333
Email:	basile@ybpc.com
Correspondent Name:	Andrew R. Basile (Young & Basile, P.C.)
Address Line 1:	3001 W. Big Beaver Road
Address Line 2:	Suite 624
Address Line 4:	Troy, MICHIGAN 48084-3107

ATTORNEY DOCKET NUMBER:	MBI-106
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NAME OF SUBMITTER:	Jill A. Smith
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CH \$90.00 2567297

Total Attachments: 2
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This Agreement, dated February 17, 2004, is by and between Sibley's Shoes, Inc. ("Assignor") and Ma Alan Men's Bootery, Inc. ("Assignee").

WHEREAS, Assignor, wishes to convey and the Assignee wishes to acquire the entire rights, title, and interest in the intellectual property identified as follows (the "Intellectual Property"):

Trade Names:

Sibleys Shoes
Ms. Sibley
Sibleys SX

Trademarks:

Antonio D
Barricini
Sibleys Shoes.Comfort
Travelers

Other

Sibleys.com domain name

NOW, the parties agree as follows:

1. **Assignment**. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights, all goodwill and all other rights), in and to the Intellectual Property.

2. **Consideration**. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$25,000.00, payable on February 17, 2004.

3. **Representations and Warranties**. Assignor makes no representations or warranties. The Intellectual Property is assigned **as is**.

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

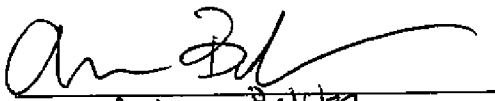
5. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

6. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

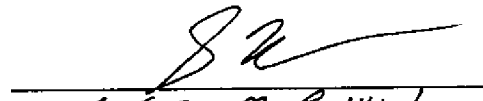
7. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. **Governing Law.** This Agreement shall be construed in accordance with law of the State of Michigan.

Sibley's Shoes, Inc.


By: Andrew Belstey
Its: CFO

MR ALANS MENS BOOTERY, INC.


By: STEVEN M. RIVKIN
Its: ATTY