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*2/26/04*



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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Daniel Green Enterprises, Inc.		02/26/2004	CORPORATION: TENNESSEE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Slan-Polo, Inc.
<b>Street Address:</b>	630 Melrose Avenue
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37211-2161
<b>Entity Type:</b>	CORPORATION, MISSOURI

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	0968690	HIDE-AWAYS

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(931)684-4628
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful</i>	
<b>FPhone:</b>	(615) 844-2300
<b>Email:</b>	bohww@bellsouth.net
<b>Correspondent Name:</b>	Daniel Green Enterprises, Inc.
<b>Address Line 1:</b>	630 Melrose Avenue
<b>Address Line 4:</b>	Nashville, TENNESSEE 37211-2161

<b>ATTORNEY DOCKET NUMBER:</b>	6719: HIDE-AWAYS R0968690
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<b>NAME OF SUBMITTER:</b>	Fred B. Hunt, Jr.
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<b>Total Attachments: 2</b> source=1:AssignmentPage1.tif source=2:AssignmentPage1.tif	<i>Fee OK</i>
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<b>RECEIPT INFORMATION</b>	
<b>ETAS ID:</b>	TM9298
<b>Receipt Date:</b>	02/26/2004
<b>Fee Amount:</b>	\$ 40

*Execution Copy*

## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT**, dated as of November 29, 2001, by and among **ELAN-POLO, INC.**, a Missouri corporation (the "*Elan-Polo*") and **DANIEL GREEN COMPANY**, a Massachusetts corporation (the "*Daniel Green*"). A schedule of defined terms is set forth in *Exhibit A* annexed hereto.

### RECITALS:

WHEREAS, Daniel Green is engaged in the manufacture, import, marketing, design and wholesale of men's and women's footwear in the United States under various brand names, including the Daniel Green and L.B. Evans brand names ; and

WHEREAS, Elan-Polo desires to purchase and acquire from Daniel Green and Daniel Green desires to sell and transfer to Elan-Polo all of its inventories and certain other assets used solely in connection with the marketing and sale of footwear products under the Daniel Green and L.B. Evans brands (the "*Acquired Brands*"), all on the terms and conditions set forth herein;

### PROVISIONS:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and agreements herein contained, the parties, intending to be legally bound hereby, agree as follows:

#### ARTICLE I

#### ASSETS TO BE PURCHASED AND SOLD

##### Section 1.1 *Acquired Assets.*

(a) *Acquired Assets.* On the Closing Date (as defined in Section 2.1(a)), subject to the terms and conditions of this Agreement, Daniel Green shall sell, assign, transfer, convey and deliver, to Elan-Polo, and Elan-Polo shall purchase, pay for and accept from Daniel Green all of the right, title and interest of Daniel Green in all of the following assets held by Daniel Green as of the Closing Date ("*Acquired Assets*"), free and clear of all liens, claims, charges or encumbrances of any nature whatsoever ("*Encumbrances*"), in each case solely to the extent used in the manufacture, import, marketing, design or wholesale of men's and women's footwear under the Acquired Brands' names:

(i) *Contracts.* To the extent assignable, all executory contracts and contract rights of Daniel Green, including, without limitation, those for the purchase of materials, supplies and services, the sale of products or services and rights and claims and interests of every kind, such as foreign agent agreements, undelivered manufacturer/factory orders, buyer agent and other service agreements, sales orders, supply contracts, purchase orders, commitments, trademark, copyright and other license agreements and other documents to which Daniel Green is a party or by which it has rights and/or obligations (collectively, the "*Assigned Contracts*"), including, but not limited to, the Acquisition Agreement between L.B. Evans Son Company

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Limited Partnership and Daniel Green Company, dated January 11, 2000 (the "*L.B. Evans Acquisition Agreement*")

(ii) *Acquired Inventory*. All inventories of finished goods, work in progress, raw materials, service parts and supplies (including all pre-production approved samples by customers and licensees), wherever located at the Closing Date, including, without limitation, such inventories:

(A) located at facilities owned, used or leased by Daniel Green's foreign agents;

(B) located at facilities owned, used or leased by Daniel Green's manufacturers or suppliers;

(C) in transit; and

(D) located on the premises of Daniel Green's warehouse distribution facility in Old Town, Maine (the "*Daniel Green Warehouse*").

(All inventories described under this Section 1.1(a)(ii) are referred to collectively as the "*Acquired Inventory*.")

Provided, however, that any product styles made exclusively for sale to Dillards, Inc. shall be excluded from the Acquired Inventory unless prior to the Closing Date Dillards confirms to Daniel Green its intention to purchase such inventory in the future. However, if such Dillards inventory is excluded from the Acquired Inventory, Daniel Green, in its sole discretion, shall have the right to sell such inventory as Daniel Green sees fit.

(iii) *Trademarks*. All registered and unregistered trade names, trademarks, service marks, product designations, corporate names, trade dress, logos, slogans, designs and general intangibles of like nature, together with all registrations and recordings and all applications for registration therefor and all translations, adaptations, derivatives and combinations thereof identified and described in Schedule 1.1 of the Daniel Green Disclosure Schedule (the "*Acquired Trademarks*") and all goodwill thereof.

(iv) *Permits, Licenses, Registrations, Etc.* To the extent assignable, all consents, permits, licenses, orders, registrations, franchises, certificates, approvals or other similar rights from any federal, state or local regulatory agencies.

(v) *Books and Records*. All operating manuals and guidelines, software manuals and documentation, manuals and data, catalogues, slogans, quotations, sales and advertising materials, sales and purchase correspondence, research and development records, lists of present and former customers and suppliers, customer credit information, customer pricing information, business plans and personnel and employment records and files.

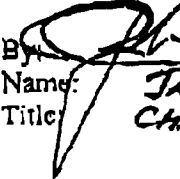
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IN WITNESS WHEREOF, Elan-Polo and Daniel Green have caused Acquisition Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

**ELAN-POLO, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**DANIEL GREEN COMPANY**

By:  \_\_\_\_\_  
Name: **JAMES R. RIEDMAN**  
Title: **CHAIRMAN**

**List of Exhibits**

- Exhibit A - Schedule of Defined Terms
- Exhibit B - Transition Services Agreement
- Exhibit C - Lease Agreement
- Exhibit D - Assignment and Assumption Agreement
- Exhibit E - Trademark Assignments
- Exhibit F - Acquired Inventory Product Style Classification
- Exhibit G - Bill of Sale
- Exhibit H - Promissory Note
- Exhibit I - Irrevocable Letter of Credit
- Exhibit J - Collateral Assignment

*Execution Copy***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.