



09-30-2005

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2006)

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RECORDATION FORM (TRADEMARK) 103077831

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

Record As of 5/2/05

1. Name of conveying party(ies):

The CIT Group/Commercial Services, Inc.

- Individual(s)
- General Partnership
- Corporation- State: New York
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 4/22/2005

- Assignment
- Security Agreement
- Other Termination and Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bennett Footwear Group LLC

Internal _____

Address: _____

Street Address: 117 Kendrick Street

City: Needham

State: MA

Country: USA

Zip: 02494

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other LLC Citizenship Delaware

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No. (s)

See Schedule A attached hereto and made a part hereof of the Termination and Release of Security Interest

B. Trademark Registration No. (s)

See Schedule A attached hereto and made part hereof of the Termination and Release of Security Interest

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached hereto and made a part hereof of the Termination and Release of Security Interest

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Andrew E. Auerbach, Esq.

Internal Address: Bryan Cave LLP

Street Address: 1290 Avenue of the Americas

City: New York

State: New York

Zip: 10104-3300

Phone Number: 212-541-1232

Fax Number: 212-904-0535

Email Address: aeauerbach@bryancave.com

6. Total number of applications and registrations involved:

34

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 865.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-4467 To be charged only in the event of any deficiency in the fee presented herein

—Authorized User Name Bryan Cave LLP

9. Signature: Sharon Edwin

Signature

April 29, 2005

Date

Sharon Edwin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5895, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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PAGE 4/10 * RCVD AT 9/30/2005 10:12:18 AM [Eastern Daylight Time] * SVR:USPTO-EFXRF-6/28 * DNIS:2734101 * CSID: * DURATION (mm-ss):02-26

TRADEMARK
REEL: 003211 FRAME: 0436

Attachment for additional receiving parties and address:

1. Bennett Footwear Acquisition LLC, 117 Kendrick Street, Needham, MA., 02494
2. Bennett Footwear Retail LLC, 117 Kendrick Street, Needham, MA., 02494

SCHEDULE A

Trademark Filings

Trademark	Registration Number	Filing Information	
		Reel/Frame	Recordation Date
Zodiac USA	1,328,520	2811/0840	3/11/04
Zodiac USA	2,159,130	2811/0840	3/11/04
Zodiac	2,136,052	2811/0840	3/11/04
Zodiac USA	1,309,114	2811/0840	3/11/04
Zodiac	1,329,724	2811/0840	3/11/04
Zodiac	1,486,193	2811/0840	3/11/04
Zodiac	1,936,302	2811/0840	3/11/04
Zodiac	2,594,860	2811/0840	3/11/04
Zodiac Kids	76-305,047	2811/0840	3/11/04
Z Line	74-421,482	2811/0840	3/11/04
Zodiac USA	2,053,577	2811/0840	3/11/04
VIASPIGA	1,467,878	2811/0840	3/11/04
VIA SPIGA	2,742,911	2811/0840	3/11/04
NICKELS	2,267,517	2811/0840	3/11/04
Paloma By Is Collezioni	2,270,943	2811/0840	3/11/04
VIA SPIGA	2,461,933	2811/0840	3/11/04
INTERSHOE IS	2,490,901	2811/0840	3/11/04
NICKELS SOFT	2,269,407	2811/0840	3/11/04
Nickels	2,461,102	2811/0840	3/11/04
Paloma	1,303,856	2811/0840	3/11/04
Studio Paolo	1,349,611	2811/0840	3/11/04
Studio Via Spiga	2,318,599	2811/0840	3/11/04
VIA SPIGA	1,420,167	2811/0840	3/11/04
VIA SPIGA	2,637,264	2811/0840	3/11/04
VIA SPIGA	2,787,553	2811/0840	3/11/04
VS	2,041,978	2811/0840	3/11/04
Intershoe IS	2,272,625	2811/0840	3/11/04
VIA SPIGA	2,722,434	2811/0840	3/11/04
VIA SPIGA	2,111,812	2811/0840	3/11/04
VS	76-145,838	2811/0840	3/11/04
PALOMA	78-119,086	2811/0840	3/11/04
NICKELS NOWW	75-682,619	2811/0840	3/11/04
VS	78-103,133	2811/0840	3/11/04
INTERSHOE IS	76-102,153	2811/0840	3/11/04

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS, TRADEMARKS AND LICENSES**

TERMINATION AND RELEASE, dated as of April 22, 2005, from THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation (the "Secured Party") to BENNETT FOOTWEAR GROUP LLC, a Delaware limited liability company, BENNETT FOOTWEAR ACQUISITION LLC, a Delaware limited liability company, and BENNETT FOOTWEAR RETAIL LLC, a Delaware limited liability company (collectively the "Pldgor").

WITNESSETH:

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted to the Secured Party under that Amended and Restated Grant of Security Interest in Patents, Trademarks and Licenses, dated as of March 10, 2004, as amended, among the Pledgor and the Secured Party (the "Security Agreement"), which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office (the "USPTO") in the case of Trademarks and in the Patent Division of the USPTO, in the case of Patents, on the dates and at the reels and frames as set forth on Schedule A; and

WHEREAS, the Secured Party now desire to terminate and release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby agree as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in and to

(a) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein 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 or hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof;

(b) Trademarks, servicemarks, trademark and service mark registrations and/or applications and tradenames listed on Schedule A, 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;

(c) Any license agreement in which the Pledgor is or becomes licensed to use any patents and/or trademarks owned by a third party, listed on Schedule A, attached hereto and made a part hereof, excluding any license agreement that by its terms prohibits transfer by the Pledgor as contemplated herein;

(d) The goodwill of the Pledgor's business connected with and symbolized by the foregoing; and

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