

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
Atsco Footwear, Inc.		03/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	David B. Epstein
Street Address:	9 Wiswall Circle
City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02482-6320
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Martin Wolff
Street Address:	561 N. Adams Street
City:	Manchester
State/Country:	NEW HAMPSHIRE
Postal Code:	03104-1610
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1753186	TINGLE TOES

CORRESPONDENCE DATA

Fax Number: (617)646-8646
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-646-8000
 Email: drwtrademarks@wolfgreenfield.com
 Correspondent Name: Douglas R. Wolf, Wolf Greenfield & Sacks
 Address Line 1: 600 Atlantic Avenue
 Address Line 4: Boston, MASSACHUSETTS 02210

CH \$40.00 1753186

ATTORNEY DOCKET NUMBER:	E0420.20001US00
NAME OF SUBMITTER:	Douglas R. Wolf
Signature:	/drw/
Date:	01/09/2006
Total Attachments: 3 source=E0420.20001US00.ASSIGN#page1.tif source=E0420.20001US00.ASSIGN#page2.tif source=E0420.20001US00.ASSIGN#page3.tif	

TRADEMARK ASSIGNMENT

This Assignment (the "Assignment") is made as of this 9th day of March, 2005, by and among Atsco Footwear, Inc., a Delaware corporation with offices at 500 Bodwell Street, Avon, MA 02322 (the "Assignor"), David B. Epstein, an individual residing at 9 Wiswall Circle, Wellesley, MA ("Epstein") and Martin Wolff, an individual residing at 561 N. Adams Street, Manchester, NH ("Wolff", and together with Epstein, the "Assignees") in connection with that certain Redemption Agreement, dated March 30, 2005 by and among the Atsco Footwear Holding Trust, a Massachusetts business trust with transferable shares (the "Trust") and the Assignees (the "Redemption Agreement").

WHEREAS, the Assignor owns the right, title and interest in, to and under the trademark "Tingle Toes" as identified and listed in the Exhibit A (hereinafter the "Mark"), attached hereto, incorporated herein and made a part hereof; and

WHEREAS, pursuant to the Redemption Agreement, it has been agreed that the Assignor shall transfer to the Assignees the Mark as identified and listed in the Exhibit A;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which by the Assignor are hereby acknowledged, and intending to be legally bound hereby, the Assignor hereby assigns, conveys and transfers to the Assignees its entire right, title, interest, ownership and subsidiary rights, if any, at common law and/or to the full term or terms for which registration of the Mark may be granted or renewed in the United States, including, without limitation, any pending registration applications or registrations therefor, listed in Exhibit A attached hereto, and any and all goodwill associated therewith, for the use and enjoyment of the Assignees and for the use and enjoyment of their successors and assigns; and in connection with the foregoing, the Assignor hereby assigns, conveys and transfers to the Assignees all income, royalties, damages and payments now or hereafter due or payable in respect of the Mark and all causes of action (either in law or equity) and the right to sue, counterclaim and recover for past, present and future infringement, misappropriation or dilution of the rights assigned to the Assignees hereunder, and all other rights corresponding thereto throughout the United States; and

HEREBY FURTHER AGREES that the Assignor shall, at the request of the Assignees, sign all documentation, including confirmatory trademark assignments and conveyances, testify in all proceedings make lawful oaths and generally use reasonable efforts to aid the Assignees, their successors, assigns and nominees, in obtaining, perfecting, and enforcing all rights from the Assignor and in recording title to the Mark transferred herein in each jurisdiction where such Mark is used or is registered or where applications to register such Mark are pending; and

HEREBY AUTHORIZES AND REQUESTS the respective Trademark Offices to record the Assignees as the owners of the Mark and to grant any and all trademark registrations and renewals arising from the Mark to the Assignee.

TRADEMARK

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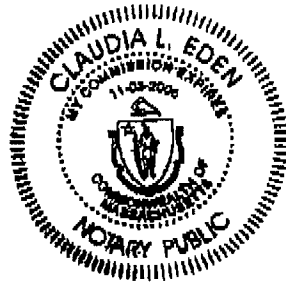
29th day of March, 2005. IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment this

ASSIGNOR:
ATSCO FOOTWEAR, INC.

By: [Signature]
Name: Alan J. Colman
Title: President

SUBSCRIBED AND SWORN to before
me this 29th day of March, 2005

Notary Public [Signature]
My Commission Expires: 11-03-2006



EXECUTED this 29th day of March, 2005.

ASSIGNEES:
DAVID B. EPSTEIN
[Signature]

MARTIN WOLFF
[Signature]

SUBSCRIBED AND SWORN to before
me this 29th day of March, 2005

Notary Public 11-03-2006 [Signature]
My Commission Expires: 11-03-2006

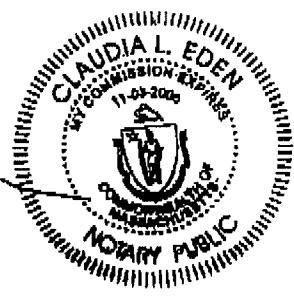


EXHIBIT A

Mark	Serial Number	Filing Date	Registration Number	Country
TINGLE TOES	74/204,586	09/18/1991	1753186	United States

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