

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/27/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Daniel Green Company		12/27/2001	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Elan-Polo, Inc.
Street Address:	2005 Walton Road
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63114
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1035387	BARONET

CORRESPONDENCE DATA

Fax Number: (931)684-4628
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (931) 684-4611
 Email: bohwa@bellsouth.net
 Correspondent Name: Fred B. Hunt, Jr.
 Address Line 1: 202 Regions Bank Bldg.
 Address Line 2: P.O. Box 169
 Address Line 4: Shelbyville, TENNESSEE 37162-0169

ATTORNEY DOCKET NUMBER:	NO. 6719 - BARONET
NAME OF SUBMITTER:	Joseph V. Russell

OP \$40.00 1035387

Signature:

/Joseph V Russell/

Date:

01/17/2006

Total Attachments: 4

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "*Assignment*") is entered into as of December 22, 2001, by and between DANIEL GREEN COMPANY, a Massachusetts corporation ("*Assignor*"), and ELAN-POLO, INC., a Missouri corporation ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November 29, 2001 (the "*Purchase Agreement*"), providing for, among other things, the sale by Assignor of the Acquired Assets (as defined in the Purchase Agreement) to Assignee; and

WHEREAS, in conjunction with such sale, Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the trademark identified herein;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein and in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used without definitions in the text of this Assignment shall have the same meanings ascribed to such terms in the Purchase Agreement.
2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the "Baronet" trademark having registration number 1035387 with the United States Patent and Trademark Office, together with (a) the registrations of and registration applications for the trademark, (b) the goodwill of the business symbolized by and associated with the trademark and the registrations thereof and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the trademark or the registrations thereof or such associated goodwill. Such Assignment is hereby subject to the Collateral Assignment dated January 11, 2000 between Assignor and L.B. Evans' Son Company Limited Partnership. Assignee hereby accepts such Assignment.
3. **Effect of Assignment.** In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of this Assignment shall govern and control.
4. **Execution in Counterparts.** For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
5. **Amendment; Waiver.** Any term or provision of this Assignment may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and

either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

DANIEL GREEN COMPANY

By: _____

Name: James R. Reidman

Title: Chairman and CEO

ELAN-POLO, INC.

By: _____

Name:

Title:

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the 27th day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PENNY L. MASE
Notary Public, State of New York
No. 01MA5045204
Qualified in Genesee County
Commission Expires June 12, 2003

Penny L. Mase
Notary Public

either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

DANIEL GREEN COMPANY

By: _____
Name: James R. Reidman
Title: Chairman and CEO

ELAN-POLO, INC.

By: _____
Name: NICK PEREZ
Title: ASSISTANT SECRETARY

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the ____ day of _____ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF Tennessee
COUNTY OF Dickson ss.:

On the 28th day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Perez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sherry A. Giles
Notary Public

