

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:	01/23/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE SHOE FACTORY, INC.		01/23/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	WAYNE FINKELSTEIN
Street Address:	54 Rolling Ridge Road
City:	New City
State/Country:	NEW YORK
Postal Code:	10956
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2943676	GENTLE SOULS

CORRESPONDENCE DATA

Fax Number: (914)723-4301
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 914-723-4300
 Email: HARONSON@LSLLP.COM, GLANDAU@LSLLP.COM,
 MMESCHI@LSLLP.COM
 Correspondent Name: LACKENBACH SIEGEL LLP
 Address Line 1: LACKENBACH SIEGEL BUILDING
 Address Line 2: ONE CHASE ROAD
 Address Line 4: SCARSDALE, NEW YORK 10583

NAME OF SUBMITTER:	Howard N. Aronson
Signature:	/HOWARD N. ARONSON/

CH \$40.00 2943676

Date:

01/27/2006

Total Attachments: 4

source=TM ASSIGNMENT AGMT#page1.tif

source=TM ASSIGNMENT AGMT#page2.tif

source=TM ASSIGNMENT AGMT#page3.tif

source=TM ASSIGNMENT AGMT#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made between The Shoe Factory, Inc., a New York corporation with offices at 110 East 138th Street, Bronx, NY 10451 ("Assignor"), and Wayne Finkelstein, an individual and U.S. citizen residing at 54 Rolling Ridge Road, New City, NY 10956 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademark, and trademark registration identified on the Schedule attached hereto (the "Trademark");

WHEREAS, Assignee is desirous of acquiring the Trademark, and is desirous of acquiring the Trademark together with the goodwill of the business symbolized by the Trademark in the United States;

WHEREAS, Assignor is desirous of divesting the Trademark, together with the goodwill of the business symbolized by the Trademark in the United States;

WHEREAS, Assignor and Assignee are desirous of executing a document for the purposes of recording title in and to the aforesaid Trademark in the name of Assignee in the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, all rights, title and interest in and to: (i) the Trademark, including the application and registration thereof and the Certificate of Registration duly and legally issued therefore, and any and all renewals thereof for the Trademark, together with all goodwill pertaining thereto in the United States; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable with respect to the Trademark; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office to transfer the registration to Assignee as assignee of the entire rights, title and interest therein, or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Assignor represents that: (i) it is the owner of all rights, title, and interests in and to the Trademark; (ii) it has the authority to make and enter into this Trademark Assignment Agreement; (iii) there are no current or effective licenses, assignments, security interests, or other encumbrances of or relating to the Trademark; and (iv) it knows of no other person or entity which has the right to use or register, or has made any claim pertaining to the right to use or register the Trademark.

Assignor warrants that: (i) all use of the Trademark by Assignor shall cease, except as explicitly authorized by Assignee; and (ii) it shall not contest or challenge, or aid any other person or entity in so contesting or challenging, the validity of the Trademark or Assignee's ownership thereof.

The parties hereto shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Trademark Assignment Agreement, and Assignor shall: (a) furnish upon reasonable request to Assignee such further reasonably available information, including any reasonably available facts relating to the usage of the Trademark known to Assignor; (b) testify upon reasonable request as to the same in any proceeding in the appropriate governmental office or in connection with any litigation involving the Trademark, with any reasonable and necessary travel expenses relating thereto to be paid by Assignee; (c) execute and deliver to Assignee such other documents (including, but not limited to, the execution of such documents to the extent necessary to evidence and effect recordation of the assignment of the Trademark after the date hereof should recording of this Trademark Assignment Agreement require the execution or re-execution of any additional documents); and (d) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Trademark Assignment Agreement and the transactions contemplated hereby.

Assignor represents that it has the authority to make and enter into this Trademark Assignment Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment Agreement effective as of January 23, 2006.

[The remainder of the page is intentionally left blank]

[One (1) Signature page follows]

THE SHOE FACTORY, INC

By: *Wayne Finkelstein*

Name: Wayne Finkelstein

Title: President

STATE OF New York }
 } ss:
COUNTY OF New York }

Before me, the undersigned, a Notary Public of the State of New York, personally appeared Wayne Finkelstein, having been sworn by me according to law did depose and say he was the President of The Shoe Factory, Inc. (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment Agreement on behalf of said Assignor.

I HEREBY SET my hand and notarial seal this 23rd day of January, 2006.

Michael F. Colosi

Notary



TRADEMARK ASSIGNMENT AGREEMENT SCHEDULE

<u>TRADEMARK</u>	<u>U.S. REGISTRATION NO.</u>	<u>REG. DATE</u>
GENTLE SOULS	2,943,676	4/26/2005

O:\1 Documents\Kenneth Cole Productions, Inc\2006\CES\US TM Assignment_SF-WF1.23.06.doc