

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LaSalle Retail Finance, a division of LaSalle Business Credit LLC		01/31/2006	LLC: MASSACHUSETTS
Steve's Shoes, Inc.		02/01/2006	INC. ASSOCIATION: MISSOURI

**RECEIVING PARTY DATA**

Name:	The Walking Company
Street Address:	121 Gray Avenue
Internal Address:	Legal Department
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	INC. ASSOCIATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1236791	OVERLAND
Registration Number:	1250060	OVERLAND TRADING CO.
Registration Number:	1855400	SOLE OUTDOORS
Registration Number:	2428689	K. T. MOLL

**CORRESPONDENCE DATA**

Fax Number: (805)962-9460  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (805) 963-8727 x 121  
 Email: shirleya@bigdogs.com  
 Correspondent Name: Anthony J. Wall  
 Address Line 1: 121 Gray Avenue  
 Address Line 2: Legal Department

OP \$115.00 1236791

Address Line 4: Santa Barbara, CALIFORNIA 93101

ATTORNEY DOCKET NUMBER: STEVES SHOES ASSIGNMENTS

NAME OF SUBMITTER: Shirley Adams

Signature: /Shirley Adams/

Date: 03/14/2006

Total Attachments: 5  
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## RELEASE OF SECURITY INTEREST AND TRADEMARK ASSIGNMENT

This Release of Security Interest and Trademark Assignment (this "Release") is effective as of January 31, 2006 from LaSalle Retail Finance, a division of LaSalle Business Credit LLC, as Agent For LaSalle Bank Midwest National Association f/k/a Standard Federal Bank National Association, having a place of business at 25 Braintree Hill Office Park, Suite 205, Braintree, Massachusetts 02184 ("Assignor") to The Walking Company, a Delaware corporation having a principal place of business at 121 Gray Avenue, Santa Barbara, California 93101 ("Assignee").

WHEREAS, pursuant to a certain Intellectual Property Security Agreement dated as of June 30, 2005, Steve's Shoes, Inc. ("Steve's Shoes") granted to the Assignor, and the Assignor holds, liens and security interests (collectively, the "Liens") in the trademarks (the "Marks") as described in Exhibit "A" attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used; and

WHEREAS, on or about January 6, 2006, Steve's Shoes commenced a voluntary case under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Kansas (the "Court"), Case No. 06-20015; and

WHEREAS, Assignee is the purchaser of certain assets of Steve's Shoes, including the Marks, pursuant to an order (the "Sale Order") of the Court entered on January 31, 2006; and

WHEREAS, Assignor desires to release and terminate all of the Liens in order to facilitate the transaction contemplated in the Sale Order.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby: (1) releases and terminates the Liens, (2) agrees that the sale contemplated in the Sale Order shall be free and clear of the Liens, (3) agrees not to assert against Assignee or anyone else that the Liens encumber the Marks, and (4) authorizes Assignee to take any action to effectuate the releases granted in this Release, including without limitation, recording amendments of any financing statements filed or of record with respect to the Liens so as to partially release the Marks, and recording this Release or other terminations with the United States Patent and Trademark Office and the United States Copyright Office.

IN WITNESS WHEREOF, Assignor has duly executed under seal and delivered this Assignment as of the day and year first written above.

LASALLE RETAIL FINANCE.  
A Division of LaSalle Business Credit LLC

By: 


Name: Andrew Cerussi

Title: VP

LaSalle Retail Finance

Release Of Security Interest And Trademark Assignment

EXHIBIT A

Trademark	Country	Serial No.	Reg. No.
Overland	U.S.	73272436	1236791
Overland Trading Co.	U.S.	73272437	1250060
Sole Outdoors	U.S.	74390409	1855400
	U.S.	75447849	2428689

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**TRADEMARK ASSIGNMENT**

This Assignment ("Assignment") is made effective as February 1, 2006 from Steve's Shoes, Inc. a Missouri corporation having a principal place of business at 11333 Strang Line Road, Lenexa, Kansas ("ASSIGNOR") to The Walking Company, a Delaware corporation having a principal place of business at 121 Gray Avenue, Santa Barbara, California 93101 ("ASSIGNEE").

**WHEREAS**, ASSIGNOR is the owner of the trademarks ("the Marks") as described in Exhibit "A" attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used ("the Goods & Services"); and

**WHEREAS**, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its rights, titles, and interest in and to the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S rights, titles, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Goods & Services in respect upon which the Marks are used; (2) all future income, royalties, and damages with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full rights, titles, and interest in the Marks.

**IN WITNESS WHEREOF**, ASSIGNOR has duly executed under seal and delivered this Assignment as of the day and year first written above.

Steve's Shoes, Inc.

By: 


Name: Michael G. Yeager

Title: President

**TRADEMARK**

**REEL: 003268 FRAME: 0177**

**Steve's Shoes, Inc. Trademark Assignment****EXHIBIT A**

<b>Trademark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Reg. No.</b>
Overland	U.S.	73272436	1236791
Overland Trading Co.	U.S.	73272437	1250060
Sole Outdoors	U.S.	74390409	1855400
	U.S.	75447849	2428689
Overland Trading Co.	Canada	0480921	TMA294069
Steve's Shoes	Common law use in connection with retail shoe store services		