

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
ANYWEAR SHOE CO., INC.		03/31/2006	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	STRATEGIC PARTNERS, INC.		
Street Address:	13576 DESMOND ST.		
City:	PACOIMA		
State/Country:	CALIFORNIA		
Postal Code:	91331		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78075990	ANYWEARS	
Registration Number:	2804693	ANYWEARS BY THE ANYWEAR SHOE COMPANY	
Registration Number:	2800217	ANYWEARS BY THE ANYWEAR SHOE COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(310)557-1540		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310 557 1511		
Email:	trademarks@kleinberglerner.com		
Correspondent Name:	MARVIN H. KLEINBERG		
Address Line 1:	2049 CENTURY PARK E.		
Address Line 2:	SUITE 1080		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	15336		
NAME OF SUBMITTER:	MARVIN H. KLEINBERG		

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Signature:	/marvin h. kleinberg/
Date:	04/07/2006
Total Attachments: 5 source=Anywear-TM-Assignment#page1.tif source=Anywear-TM-Assignment#page2.tif source=Anywear-TM-Assignment#page3.tif source=Anywear-TM-Assignment#page4.tif source=Anywear-TM-Assignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 30, 2006 ("Effective Date") by and between ANYWEAR SHOE CO., INC., a corporation organized and existing under the laws of the State of Washington and having its principal place of business in the city of Seattle, state of Washington ("Assignor") and STRATEGIC DISTRIBUTION, L.P., a Texas limited partnership ("Assignee").

WHEREAS Assignor has acquired and used in its business and is the sole owner of all right, title and interest in and to the trademarks registered on the Principal Register of the United States Patent and Trademark Office set forth on Exhibit A hereto, the trademark that is the subject of a pending application for registration on the Principal Register of the United States Patent and Trademark Office set forth on Exhibit B hereto, and the unregistered trademarks set forth on Exhibit C hereto, as well as the good will of the business appertaining to each of the foregoing (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Acknowledgment and Assignment dated October 4, 2005 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee is desirous of acquiring all of the right, title and interest in and to the Trademarks, and the registrations and application thereof and the good will of the business appertaining thereto.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title and interest in and to the Trademarks set forth on Exhibits A, B and C, attached hereto, in each case together with all of the good will of the business symbolized by the Trademarks and all registrations and applications for registration thereof and any renewals and extensions of such registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, as of the Effective Date, as well as all income, royalties or payments due or payable as of the Effective Date or thereafter and the right to sue and collect damages for past, present and future infringements, dilution or other unauthorized use of the Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

The Commissioner for Trademarks in the United States Patent and Trademark Office is requested to record this Assignment.

This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

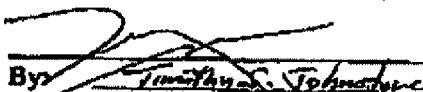
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This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the parties, have executed this Assignment below effective as of the Effective Date identified above.

ANYWEAR SHOE CO., INC.

By: 
Title: President
Date: March 31, 2006

STRATEGIC DISTRIBUTION, L.P.


By: Robert Pierpoint
Title: Chief Financial Officer
Date: 3/31/06

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EXHIBIT A

REGISTRATIONS ON THE PRINCIPAL REGISTER

REGISTRATIONS

Reg. No.

2,804,693

**ANYWEARS BY THE ANYWEAR SHOE COMPANY
(and design)
Registered January 13, 2004**

2,800,217

**ANYWEARS BY THE ANYWEAR SHOE COMPANY
(and design)
Registered December 30, 2003**

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EXHIBIT B

**APPLICATIONS FOR REGISTRATION ON THE
PRINCIPAL REGISTER**

Application Ser. No.

78075,990

ANYWEARS

Filed July 26, 2001

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EXHIBIT C

COMMON LAW TRADEMARKS

COZYWEAR
EVERYWEAR
READY2WEARS
KIDDIWEARS
BEACHWEARS
605's

Handwritten mark resembling a stylized 'B' or '6'

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