

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/27/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BENNETT FOOTWEAR GROUP, LLC		11/27/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BROWN SHOE COMPANY, INC.
Street Address:	8300 Maryland Avenue
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1486193	ZODIAC

CORRESPONDENCE DATA

Fax Number: (404)892-7056
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (404) 885-1500
 Email: TMAtlanta@seyfarth.com
 Correspondent Name: Joseph V. Myers III
 Address Line 1: 1545 Peachtree Street, NE, Suite 700
 Address Line 2: SEYFARTH SHAW LLP
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	39810.000003
NAME OF SUBMITTER:	Joseph V. Myers III

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Signature:

/jvm/

Date:

12/11/2006

Total Attachments: 3

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TRADEMARK, COPYRIGHT AND PATENT ASSIGNMENT

THIS TRADEMARK, COPYRIGHT AND PATENT ASSIGNMENT (“Assignment”) is made as of November 27, 2005 by Bennett Footwear Group, LLC, a Delaware limited liability company (“Assignor”) to Brown Shoe Company, Inc., a New York corporation (“Assignee”).

WHEREAS, Assignor is the sole and exclusive owner of the certain trademarks and service marks (collectively, the “Marks”), including, but not limited to, those listed on Exhibit A, as well as the registrations and pending applications for registration for such Marks, including, but not limited to, those listed on Exhibit A, as well as certain copyrights, patents (and applications therefore) and internet domain names (collectively the “IP Assets”);

WHEREAS, the Marks listed on Exhibit A include the “Intershoe Marks,” being those trademarks and service marks and related registrations and applications for registration, all as assigned to Assignor by Intershoe, Inc., a New York corporation (“Assignor”), on behalf of itself and all of its affiliates and subsidiaries, including, without limitation, Intershoe Retail, Inc., a Delaware corporation, and Intershoe Italia, S.r.l., an Italian corporation (collectively, the “Intershoe Assignor Entities”), pursuant to the Trademark Assignment dated March 11, 2004;

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the IP Assets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to the IP Assets, together with the goodwill of the business symbolized by the IP Assets. Assignor agrees that it shall deliver any further instruments or documents, and take all such further reasonable action, as Assignee may request, including procuring assurance and cooperation from Assignor’s officers and employees, and, as to the Intershoe Marks, also from the Intershoe Assignor Entities, in order to transfer to and vest in Assignee all right, title, and interest in and to the IP Assets. Assignor hereby irrevocably appoints Assignee as its power-of-attorney, effective as of the date hereof, with full right of substitution for the purpose of executing such documents and taking such other actions, including documents and actions related to the Intershoe Marks and any powers of attorney previously granted to Assignor by the Intershoe Assignor Entities. This power of attorney shall be for the benefit of Assignee, its licensees, successors, and assigns, and is coupled with an interest.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Bennett Footwear Group, LLC

By: *Richard C. Schumacher*

Richard C. Schumacher
Senior Vice President & Chief
Accounting Officer & Assistant
Secretary

Assignee:

Brown Shoe Company, Inc.

By: *Michael I. Oberlander*

Michael I. Oberlander
Vice President, General Counsel &
Corporate Secretary

UNITED STATES OF AMERICA)
STATE OF MISSOURI) ss
COUNTY OF ST. LOUIS)

Before me, a Notary Public in and for this county and state, personally appeared Richard C. Schumacher, Senior Vice President & Chief Accounting Officer & Assistant Secretary of Bennett Footwear Group LLC who acknowledged that he did sign the foregoing instrument and that the same is a free act and deed of said entity, and the free act and deed of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in the State of Missouri, County of St. Louis this 29th day of November, 2005.

Jeanette W. Moeller
Notary Public *Jeanette W. Moeller*
My commission expires 11-23-06

UNITED STATES OF AMERICA)
STATE OF MISSOURI) ss
COUNTY OF ST. LOUIS)

JEANETTE W. MOELLER
Notary Public - State of Missouri
County of St. Louis
My Commission Expires Nov. 23, 2006

Before me, a Notary Public in and for this county and state, personally appeared Michael I. Oberlander, Vice President, General Counsel & Corporate Secretary of Brown Shoe Company, Inc. who acknowledged that he did sign the foregoing instrument and that the same is a free act and deed of said entity, and the free act and deed of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in the State of Missouri, County of St. Louis this 29th day of November, 2005.

Jeanette W. Moeller
Notary Public *Jeanette W. Moeller*
My commission expires 11-23-06

JEANETTE W. MOELLER
Notary Public - State of Missouri
County of St. Louis
My Commission Expires Nov. 23, 2006

[United States Patent and Trademark Office trademark applications and registrations only; all international trademarks redacted from list]

EXHIBIT A

Trademark	Application/Registration No.
ZODIAC	1486193