

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Security Interest recorded in error against Registration No. 1,533,199 previously recorded on Reel 000763 Frame 0301. Assignor(s) hereby confirms the Security Interest should have been recorded against Registration No. 1,553,199.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		02/22/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Genesco Brands Inc.		
Street Address:	300 Delaware Avenue, 9th Floor		
Internal Address:	DE5403		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1533199	ARISTOCRAFT	
CORRESPONDENCE DATA			
Fax Number:	(404)815-6555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6500		
Email:	tadmin@kilpatrickstockton.com		
Correspondent Name:	William H. Brewster		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	G2120/049438		
NAME OF SUBMITTER:	Tywanda H. Lord		

OP \$40.00 1533199

Signature:

/thl/

Date:

02/23/2007

Total Attachments: 17

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE ASSIGNMENT SERVICES DIVISION

Reg. No.: 1,533,199

Mark: ARISTOCRAFT

Registrant: Genesco Brands Inc.
300 Delaware Avenue, 9th Floor
DE5403
Wilmington, Delaware 19801

DECLARATION OF ROGER SISSON UNDER T.M.E.P. § 503.06

1. I am the Senior Vice President, Secretary and General Counsel for Genesco Inc. I am also the Vice President for Genesco Brands Inc. I submit this declaration in support of Genesco Brands Inc.'s ("GBI") request under T.M.E.P. § 503.06(c) to correct an assignment improperly recorded against GBI's Reg. No. 1,533,199 of the GBI mark. As set forth below in greater detail, GBI is the proper owner of Reg. No. 1,533,199 and of the ARISTOCRAFT mark covered by it.

2. The information set forth in this declaration is based on my personal knowledge, on records maintained in the ordinary course of business by employees under my supervision and records obtained from the United States Patent and Trademark Office ("USPTO").

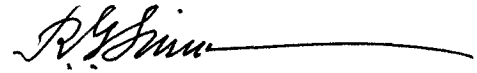
3. On or about April 4, 1989, Genesco Inc. was granted trademark Registration No. 1,533,199 for the ARISTOCRAFT mark. On or about August 6, 2001, Genesco Inc. assigned to Genesco Brands Inc. its entire interest in and to the ARISTOCRAFT mark and Registration No. 1,533,199. This assignment was duly recorded with USPTO on September 4, 2001.

4. It recently has come to our attention that a security interest from CUC International, Inc. ("CUC") to General Electric Capital Corporation ("GECC") was erroneously recorded by GECC against GBI's Registration No. 1,533,199. This recording was erroneous because CUC has never owned any right, title or interest in or to the ARISTOCRAFT mark or Registration No. 1,533,199 for the ARISTOCRAFT mark and would have no authority to make such an assignment. Moreover, the recorded assignment documents available at Reel and Frame 0763/0301 reveal that the recordal should have been made against Registration No. 1,553,199 for the AUTOVANTAGE (stylized) mark.

5. I have reviewed the assignment documents erroneously recorded against Registration No. 1,533,199, a copy of which is attached hereto for your reference as Exhibit A. Apparently, CUC granted GECC a security interest in a number of CUC owned marks including AUTOVANTAGE, Registration No. 1,553,199. CUC mistakenly listed its AUTOVANTAGE trademark Registration No. as 1,533,199 rather than 1,553,199 in the assignment document. This obvious mistake is apparent on the face of the assignment document. Specifically, the assignment document lists the mark subject to the security interest as AUTOVANTAGE (stylized), registered on August 22, 1989, for "locating advising about and arranging discounts on used cars for members, Cl 35." The foregoing information is correct for the AUTOVANTAGE (stylized) mark, Registration No. 1,553,199. (See Exhibit B) Clearly, CUC intended the security interest to be granted against its AUTOVANTAGE trademark and not GBI's ARISTOCRAFT Mark.

6. GBI contacted trademark counsel at GECC's parent company, and have been advised that they have no objection to this filing to remove the security interest recorded against GBI's ARISTOCRAFT trademark registration.

7. The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, declares that the facts set forth in this declaration are true; all statements made of her own knowledge are true; and that all statements made on information and belief are believed to be true.



Roger Sisson, Esq.
General Counsel, Secretary
Senior Vice President
Genesco Brands Inc.

Date: 2/22/07

EXHIBIT A



136-45 405

D

AMSTER, ROTHSTEIN & EBENSTEIN

COUNSELORS AT LAW
PATENTS - TRADEMARKS - COPYRIGHTS
90 PARK AVENUE
NEW YORK, NEW YORK 10016
(212) 697-5885

MORTON AMSTER
JESSE ROYNSTEIN
DANIEL S. EBENSTEIN
PHILIP H. GOTTFRIED
MICHAEL J. BERGER
NEIL M. ZIPKIN
ANTHONY E. LO CICERO
JOEL E. LUTZKER
KAREN ARYZ ASH
KENNETH R. GEORGE
DANIEL N. CALDER

NEAL L. ROSENBERG
LEONARD S. SORGI
WILLIAM F. ANDES, JR.
ABRAHAM KASDAN
BELINDA L. BERMAN
IRA E. SILVER
MARTHA LEVIN YEE
BARBARA KOLSON
LAURIE J. GENTILE
CINDY M. ZELSON
STEVEN M. LEVY
DOLORES A. MORO
PATRICIA A. PASQUALINI
ISTRATE IONESCU

INTERNATIONAL DEPARTMENT
DAVID R. BROWN
SELA ANLADI
OF COUNSEL
ALBERT RUSSINOFF

CABLE ADDRESS:
AMROTHPAT

TWX NUMBER
710-581-4766

FACSIMILE NOS.
212-286-0654
212-285-0082

*NON-LAWYER
**NOT ADMITTED
IN NEW YORK

January 24, 1991

VIA EXPRESS MAIL

Honorable Commissioner
of Patents and Trademarks
Washington, D.C. 20231

Attn: Trademark Assignment Branch

Re: General Electric Capital Corporation
CUC International, Inc.
Trademark - Autovantage, etc.
Registration Nos. - 1,533,199, etc.
First Amendment To Company Security Agreement
Our File: 37152/4

Sir:

Enclosed for filing and recordation please find the
the First Amendment To Company Security Agreement, dated
November 6, 1990, between CUC International, Inc., (the
"Grantor"), and General Electric Capital Corporation, (the
"Agent"), as agent for the lenders, parties to the Security
Agreement, dated May 25, 1989.

This agreement amends the Security Agreement and
Schedule III-A thereto by deleting the existing Schedule in its
entirety and substituting Exhibit A, attached hereto. Kindly
record this First Amendment To Company Security Agreement and
the attached Schedule (Trademark - Autovantage, etc.,
Registration Nos. - 1,533,199, etc.), against the several marks
listed in Exhibit A.

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REEL 0763 FRAME 301

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Hon. Commissioner of
Patents and Trademarks

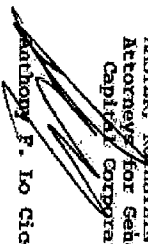
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January 24, 1991

Also enclosed is an Amster, Rothstein & Ebenstein
check in the amount of \$136.00 representing payment of the fees
incurred in connection with such filing and recordation.
Kindly charge any additional costs to the deposit account of
Amster, Rothstein & Ebenstein, Account No. 01-1785.

Kindly address any inquiries concerning this matter to
the attention of the undersigned at the above address.

Very truly yours,

AMSTER, ROTHSTEIN & EBENSTEIN
Attorneys for General Electric
Capital Corporation

Anthony F. Lo Cicero

AFLC/mwr
1156a
Enclosures
cc: Steven R. Deloet, Esq. (Via Facsimile and Mail)
Amy N. Lipton, Esq. (Via Facsimile and Mail)

Original with pending status 1/27/1991
Date of filing 1/27/1991
1. Money credit fee for paper of \$3.00 (see 37 CFR 1.101)
2. Filing fee for each claim of \$100 (see 37 CFR 1.101)
3. Search fee of \$100 (see 37 CFR 1.101)
4. Examination fee of \$100 (see 37 CFR 1.101)
5. Issue fee of \$100 (see 37 CFR 1.101)
6. Maintenance fee of \$100 (see 37 CFR 1.101)
7. Renewal fee of \$100 (see 37 CFR 1.101)
8. Extension of time fee of \$100 (see 37 CFR 1.101)
9. Other fees as shown on the enclosed invoice
10. Total amount due \$1000.00
11. Payment by check or money order payable to the
Commissioner of Patents and Trademarks, Washington, D.C. 20530

TRADE-MARK

REFL 0763 FRAME3 02

FIRST AMENDMENT TO COMPANY SECURITY AGREEMENT

FIRST AMENDMENT, dated as of November 6, 1990, between CUC INTERNATIONAL INC., a Delaware corporation (the "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, as agent for the Lenders referred to below (in such capacity, the "Agent").

W I T N E S S E T H :

WHEREAS, in connection with the Credit Agreement, dated as of May 25, 1989, among the Grantor, the lenders party thereto (the "Lenders") and the Agent, the Grantor executed and delivered a Security Agreement, dated as of May 25, 1989 (the "Security Agreement"), to the Agent, for the benefit of the Agent and the Lenders; and

WHEREAS, the parties hereto desire to amend the Security Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties hereto hereby agree as follows:

1. Amendment of Schedule III-A. Schedule III-A of the Security Agreement is hereby amended by deleting the existing Schedule in its entirety and by substituting therefor the Schedule set forth in Exhibit A hereto. The Grantor and the Agent hereby agree that from and after the date hereof, each U.S. Trademark referred to in Exhibit A hereto shall be a U.S. Trademark for all purposes of the Security Agreement.

2. Representations and Warranties. The Grantor represents and warrants that (a) the representations and warranties contained in Section 5 of the Security Agreement (including as such representations and warranties relate to each U.S. Trademark referred to in Exhibit A hereto) are true and correct and (b) no Default or Event of Default relating to the Security Agreement has occurred and is continuing.

3. Effectiveness. This First Amendment shall become effective as of the date first written above upon receipt by the Agent of counterparts of this First Amendment, duly executed by the Grantor and the Agent and consented to by the Required Lenders.

4. Definitions; No Other Amendments. Defined terms used in this First Amendment shall have the defined meanings set forth in the Security Agreement unless the context otherwise requires. Except as expressly amended hereby, all of the terms and conditions of the Security Agreement shall remain in full force and effect.

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TRADE-MARK

REEL 0763 FRAME 003


5. Counterparts. This First Amendment may be executed by one or more of the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. GOVERNING LAW. THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

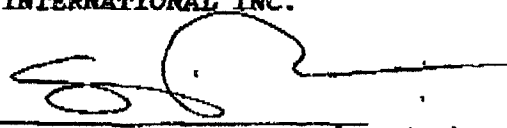
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and delivered by their proper and duly authorized officers as of the date first above written.

ATTEST

[SEAL]


Title: Assistant Secretary

CUC INTERNATIONAL INC.


By: _____
Title: Executive Vice President

ATTEST

[SEAL]

Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Title: _____

CONSENTED TO:

GENERAL ELECTRIC CAPITAL CORPORATION, as a Lender

By: _____
Title: _____

REEL 0763 FRAME 304
TRADE-MARK

5. Counterparts. This First Amendment may be executed by one or more of the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. GOVERNING LAW. THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and delivered by their proper and duly authorized officers as of the date first above written.

ATTEST

CUC INTERNATIONAL INC.

[SEAL]

By: _____

Title: _____

Title: _____

ATTEST

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

[SEAL]

By: _____

[Signature]
Title: *Assistant Secretary*

Title: _____

Region Operations Manager

CONSENTED TO:

GENERAL ELECTRIC CAPITAL CORPORATION, as a Lender

By: _____

[Signature]
Title: *Region Operations Manager*

TRADE-MARK

REEL 0763 FRAME 305

STATE OF Connecticut)
COUNTY OF Toronto ; SS.:

On the 19th day of November, 1990, before me personally came Frank Bell and Paul Sestak, to me personally known and known to me to be the persons described in and who executed the foregoing instrument as Executive VP and Asst. Secretary, respectively, of CUC INTERNATIONAL INC., who, being by me duly sworn, did depose and say that they reside at New Britain CT and Meriden CT, respectively; that they are EVP and Asst. Secretary, respectively, of CUC INTERNATIONAL INC., one of the corporations described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that they signed their names thereto by like order, and that they acknowledged said instrument to be the free act and deed of said corporation.

Casper Sabatino
Notary Public

CASPER SABATINO
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1994

[SEAL]

My commission expires:

3/31/94

REEL 0763 FRAME 006
TRADE-MARK

STATE OF CONNECTICUT)
 :
 COUNTY OF FAIRFIELD) ss.:

On the 20th day of November, 1990, before me personally came Charles D. Chiodo and Preston H. Abbott, to me personally known and known to me to be the persons described in and who executed the foregoing instrument as Region Operations Manager and Attesting Secretary, respectively, of GENERAL ELECTRIC CAPITAL CORPORATION, who being by me duly sworn, did depose and say that they reside at 57 Old Farm Road, Darien, CT 06820 and 161 Dunk Rock Road, Guilford, CT 06437, respectively; that they are Region Operations Manager and Attesting Secretary, respectively, of GENERAL ELECTRIC CAPITAL CORPORATION, one of the corporations described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that they signed their names thereto by like order, and that they acknowledged said instrument to be the free act and deed of said corporation.

Charles D. Chiodo
 Notary Public

[SEAL]

My commission expires:

March 31, 1995

REEL 0763 FRAME 07
 TRADE-MARK

Material U.S. Trademarks

TRADE-MARK

Schedule III-A

CUC International Inc.

Mark	Reg. No.	Reg. Date	Att. (filed or date)	Renewal	Goods/Services
AUTOVANTAGE (stylized)	1,533,199	06/22/89	06/22/95		Locating, advising about and arranging discounts on used cars for members, Cl. 35
BUYERS ADVANTAGE	1,531,245	03/21/89	03/01/95		Extended warranty provided to members of a shopping service in connection with products purchased from said shopping service, Cl. 36.
BUYERS ADVANTAGE	1,614,237	09/18/96	09/18/96		Providing through member banks a comprehensive package which entitles the banks and other financial institutions' customers to extended warranties, partial reimbursement of appliance repair costs, and reimbursement for post purchase price reductions, Cl. 36.
GOURMET ADVANTAGE	1,542,848	06/06/89	06/06/95		Promoting the sale of goods and services of others through the distribution of discount cards, Cl. 35
LEGAL ADVANTAGE	1,438,746	05/05/87	05/05/92		Prepaid Legal Services, Cl. 42
TRAVELERS ACCESS	1,528,791	03/07/89	03/07/95		Discount travel agency services

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12/28/2008 10:45 FAX 7035537783

12/28/90 12:05 CUC INTERNATIONAL INC. SINGAPORE

REF: 0763 FRAME: 09

TRADE-MARK

CIC International, Inc.

Mark	Reg. No.	Reg. Date	Alt. (filed or use)	General	Goods/Services
WARRANTY ADVANTAGE	1,503,239	09/06/88	09/06/94		Providing the services of an extended warranty beyond that of the manufacturer for purchases of consumer goods made with a credit card, Cl. 36
INSIDER'S TRAVEL REPORT	1,574,906	01/02/90	01/02/96		Travel pamphlets, Cl. 16
BUYLINE	1,570,170	12/05/89	12/05/95		Promoting the goods and services of others through the distribution of printed materials and coupons, Cl. 35.

11/06/98 12:05 CIC INTERNATIONAL, INC. STAFFORD HQ 746 P028

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CUC International Inc.

TRADE-MARK

Mark	Reg. No.	Reg. Date	Att.	Renewal (filed or due)	Goods/Services
COMP-U-MALL	1,317,397	1/29/85	01/29/91		Assisting consumers in selection of products for purchase including providing access to a computer data base and effectuating consumer transactions, Cl. 42
CONSUMER HOTLINE	1,409,373	9/16/86	9/16/92		Consumer products and services informational newsletter, Cl. 16
COMP-U-CARD	1,076,110	10/25/77	filed		Consumer consulting and product research services, etc., Cl. 35
COMP-U-STAKES Design	1,305,224	11/13/84	filed		Auction sales services, Cl. 35
COMP-U-STORE Design	1,305,223	11/13/84	filed		Providing access time to a computer data base in the field of department store retail merchandise, Cls. 35 and 42.

11/05/98 12:05 CUC INTERNATIONAL INC. STAFFORD NO. 746 P009

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10/11/98 1:30pm

11/05/98

12:05

CUC INTERNATIONAL INC. STAMFORD

NO. 746 P012

U.S. Trademark Applications, Chicago

CUC International Inc.

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
HAVE DINNER ON US	74/071784	June 22, 1990
COMPLETEHOME	74/101200	September 28, 1990
HOME RESOURCE	74/096687	September 13, 1990

TRADE-MARK

FILED 0 7 6 3 JAN 3 1 1

RECORDED
PATENT AND TRADEMARK
OFFICE

JAN 24 1991

EXHIBIT B

Int. Cl.: 35

Prior U.S. Cl.: 101

United States Patent and Trademark Office Reg. No. 1,553,199
Registered Aug. 22, 1989

SERVICE MARK
PRINCIPAL REGISTER

AutoVantage



CUC INTERNATIONAL INC. (DELAWARE
CORPORATION)
707 SUMMER STREET
STAMFORD, CT 069042049

FIRST USE 11-3-1987; IN COMMERCE
11-3-1987.

FOR: LOCATING, ADVISING ABOUT AND
ARRANGING DISCOUNTS ON USED CARS
FOR MEMBERS, IN CLASS 35 (U.S. CL. 101).

SER. NO. 699,969, FILED 12-9-1987.

RUSS HERMAN, EXAMINING ATTORNEY