

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/14/1989

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Felsway Corporation		11/14/1989	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Shoe-Town, Inc.
Street Address:	994 Riverview Drive
City:	Totowa
State/Country:	NEW JERSEY
Postal Code:	07512
Entity Type:	CORPORATION: NEW JERSEY

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1335646	BARE TRAPS

**CORRESPONDENCE DATA**

Fax Number: (314)345-6060  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 314-345-6000  
 Email: smurphy@blackwellsanders.com  
 Correspondent Name: Ralph W. Kalish, Jr.  
 Address Line 1: 720 Olive Street  
 Address Line 2: 24th Floor  
 Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	713162.40
NAME OF SUBMITTER:	Ralph W. Kalish, Jr.
Signature:	/Ralph W. Kalish, Jr./

OP \$40.00 1335646

Date:

02/28/2007

Total Attachments: 1

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**TRADEMARK ASSIGNMENT**

NOVEMBER 14, 1989 *mk*  
THIS ASSIGNMENT (the "Assignment") is made and entered into effective nunc pro tunc as of ~~between November 13, 1989 - February 12, 1992~~ ("Effective Date"), by and between Felsway Corporation ("Assignor") and Shoe-Town, Inc. ("Assignee").

WHEREAS, Assignor is the owner of the mark, BARE TRAPS and US Registration No. 1,335,646 in connection with shoes (collectively the "Mark");

WHEREAS, Assignee is desirous of obtaining all right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used; and

WHEREAS, Assignor is desirous of transferring all its right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee its entire right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used, including all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, 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 the Assignor if this Assignment had not been made, including, without limitation, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Mark, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and recordation of this Assignment.

IN TESTIMONY WHEREOF, the undersigned, duly authorized, has caused this Assignment to be executed.

FELSWAY CORPORATION

By: *GM Kaye*

Name: GEORGE M. KAYE

Title: CHAIRMAN & CEO.

STLD01-1278890-1 713162/70

TRADEMARK

RECORDED: 02/28/2007

REEL: 003489 FRAME: 0820