

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
Brown Shoe Company, Inc.		06/01/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Payless ShoeSource Worldwide Inc.		
Street Address:	Jayhawk Towers, 700 SW Jackson		
Internal Address:	Suite 202		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66603		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3118286		
CORRESPONDENCE DATA			
Fax Number:	(785)368-7547		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	785-368-7547		
Email:	vasuki.selvan@payless.com		
Correspondent Name:	Robert Carroll		
Address Line 1:	3231 SE 6th Street		
Address Line 2:	Payless Shoesource - Law Department		
Address Line 4:	Topeka, KANSAS 66607		
ATTORNEY DOCKET NUMBER:	BROWN ASSGMT-3118286		
NAME OF SUBMITTER:	Robert Carroll		
Signature:	/robertcarroll/		

CH \$40.00 3118286

Date:

06/13/2007

Total Attachments: 1

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ASSIGNMENT

This ASSIGNMENT is made as of the 1st day of June 2007 by and between Brown Shoe Company, Inc., a New York corporation located at 8300 Maryland Avenue, St. Louis, MO 63105 ("Assignor") on the one hand, and Payless ShoeSource Worldwide Inc., a Kansas corporation located at Jayhawk Towers, 700 SW Jackson, Suite 202, Topeka, Kansas ("Assignee") on the other hand.

WHEREAS, Assignor owns the trademark and corresponding registration therefor (collectively the "Trademark") depicted in U.S. Reg. No. 3,118,286;

WHEREAS, Assignee is purchasing the Trademark from Assignor;

NOW, THEREFORE, for \$1 (one dollar) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:


Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademark, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

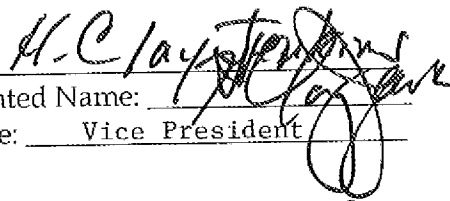
Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Trademark as Assignee may reasonably deem appropriate.

Assignor agrees to reasonably cooperate with and assist Assignee in the defense and enforcement of any claims relating to or arising out of the Trademark or goods bearing the Trademark. Assignor will, within ten days of execution of this Assignment, produce to Assignee all non-privileged documents relating to the Trademark, including but not limited to search reports, prosecution files, claim or demand letters, and any agreements relating to the Trademark.

PAYLESS SHOESOURCE WORLDWIDE INC.

BROWN SHOE COMPANY, INC.

By: 
Printed Name: Michael J. Fine
Title: Senior Vice President

By: 
Printed Name: H.C. Clayton
Title: Vice President