

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
Bakers Footwear Group, Inc.		12/28/2011	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Steven Madden, Ltd.
Street Address:	52-16 Barnett Ave.
City:	Long Island City
State/Country:	NEW YORK
Postal Code:	11104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	0977532	THE WILD PAIR
Registration Number:	0955819	THE WILD PAIR
Registration Number:	1495801	THE WILD PAIR
Registration Number:	3876304	WILD PAIR
Registration Number:	3876305	WILD PAIR
Registration Number:	1198008	WILD PAIR
Registration Number:	2681306	WILD PAIR.
Registration Number:	3876306	WILD PAIR

CORRESPONDENCE DATA

Fax Number: (414)297-4900
 Phone: 4142712400
 Email: eschmalz@foley.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Eric M. Schmalz

OP \$215.00 0977532

Address Line 1: 777 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	099374-0104
NAME OF SUBMITTER:	Eric M. Schmalz
Signature:	/Eric M. Schmalz/
Date:	12/28/2011

Total Attachments: 3
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Recordable Trademark Assignment

This Recordable Trademark Assignment (this "Assignment") is effective and entered into on this 28 day of December, 2011, by and between Bakers Footwear Group, Inc., a Missouri corporation ("Assignor"), on the one hand, and Steven Madden, Ltd., a Delaware corporation ("Assignee"), on the other hand.

WHEREAS, Assignor was the owner of the trademark registrations and applications listed on the attached *Schedule A* and all associated rights (such trademarks and service marks being referred to herein as the "Marks");

WHEREAS, Assignee wished to acquire the Marks together with the goodwill of the business in connection with which the Marks are used;

WHEREAS, Assignor and Assignee have entered into a Trademark Assignment and License Agreement effective as of the date of this Assignment, assigning the applications and registrations listed on the attached *Schedule A* to Assignee; and

WHEREAS, Assignor and Assignee are desirous of making this assignment a matter of record in the U.S. Patent and Trademark Office and with any other appropriate foreign or international office or registrar.


NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, and Assignee does hereby accept, the entire right, title and interest of Assignor in and to the Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with the goodwill of the business in connection with which the Marks are used and all rights of enforcement and recovery for past, present or future infringements or unauthorized uses of the Marks.

Assignor will cooperate with Assignee, including performance of any actions, and the execution and delivery of any documents necessary or appropriate to give effect to the intent and terms of this Assignment.

This Agreement may be executed in counterpart copies and receipt by electronic or facsimile transmission of executed copies will be legally binding.

IN TESTIMONY WHEREOF, the parties hereto have, through their duly authorized representatives, executed this Assignment as of the dates written below.

BAKERS FOOTWEAR GROUP, INC.

By: 
Name: Peter A. Edison
Title: Chairman and Chief Executive Officer

Date: December 28, 2011

STEVEN MADDEN, LTD.

By: _____
Name: Edward R. Rosenfeld
Title: Chief Executive Officer

Date: _____

Recordable Trademark Assignment

This Recordable Trademark Assignment (this "Assignment") is effective and entered into on this 28 day of December, 2011 by and between Bakers Footwear Group, Inc., a Missouri corporation ("Assignor"), on the one hand, and Steven Madden, Ltd., a Delaware corporation ("Assignee"), on the other hand.

WHEREAS, Assignor was the owner of the trademark registrations and applications listed on the attached *Schedule A* and all associated rights (such trademarks and service marks being referred to herein as the "Marks");

WHEREAS, Assignee wished to acquire the Marks together with the goodwill of the business in connection with which the Marks are used;

WHEREAS, Assignor and Assignee have entered into a Trademark Assignment and License Agreement effective as of the date of this Assignment, assigning the applications and registrations listed on the attached *Schedule A* to Assignee; and

WHEREAS, Assignor and Assignee are desirous of making this assignment a matter of record in the U.S. Patent and Trademark Office and with any other appropriate foreign or international office or registrar.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, and Assignee does hereby accept, the entire right, title and interest of Assignor in and to the Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with the goodwill of the business in connection with which the Marks are used and all rights of enforcement and recovery for past, present or future infringements or unauthorized uses of the Marks.

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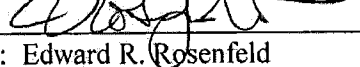
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BAKERS FOOTWEAR GROUP, INC.

By: _____
Name: Peter A. Edison
Title: Chairman and Chief Executive Officer

Date: _____

STEVEN MADDEN, LTD.

By:  _____
Name: Edward R. Rosenfeld
Title: Chief Executive Officer

Date: December 28, 2011

Schedule A to the Recordable Trademark Assignment

Country	Mark	App. No.	Reg. Date	Reg. No.	Status	Goods/Services
Canada	THE WILD PAIR		08/08/1980	TMA249,138	Registered	Shoes; Retail store services dealing with the sale of shoes and accessories
United States	THE WILD PAIR	72/434,835	01/22/1974	977,532	Registered	Retail store services dealing with the sale of shoes and accessories
United States	THE WILD PAIR	72/416,136	03/20/1973	955,819	Registered	Shoes
United States	THE WILD PAIR & Design	73/685,191	07/12/1988	1,495,801	Registered	Handbags; hosiery, sweatshirts, pantyhose, socks, shirts, and belts
United States	WILD PAIR	78/115,938	11/16/2010	3,876,304	Registered	Shoes
United States	WILD PAIR	78/115,969	11/16/2010	3,876,305	Registered	Retail store services featuring shoes and accessories
United States	WILD PAIR	73/304,622	06/15/1982	1,198,008	Registered	Shoes
United States	WILD PAIR (Stylized)	78/115,958	01/28/2003	2,681,306	Registered	Shoes
United States	WILD PAIR(Stylized)	78/115,979	11/16/2010	3,876,306	Registered	Handbags; hosiery, pantyhose, socks, and belts