

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Private Equity Management Group, Inc.		01/20/2012	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Bakers Footwear Group, Inc.
Street Address:	2815 Scott Avenue
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63103
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3107432	B
Registration Number:	3876307	BAKERS
Registration Number:	3875200	BAKERS
Registration Number:	3875198	BAKERS
Registration Number:	0719778	BAKERS
Registration Number:	3321308	CIELLA
Registration Number:	1558021	
Registration Number:	0719777	LEED'S
Registration Number:	1943049	NO PARKING
Registration Number:	0430591	QUALI CRAFT
Registration Number:	3876318	RIVERSTONE
Registration Number:	2273024	STOMP
Registration Number:	1504057	SWING
Registration Number:	0986497	THE LEGWORKS

CH \$540.00 3107432

TRADEMARK

Registration Number:	0977532	THE WILD PAIR
Registration Number:	0955819	THE WILD PAIR
Registration Number:	1495801	THE WILD PAIR
Registration Number:	1198008	WILD PAIR
Registration Number:	2681306	WILD PAIR.
Registration Number:	2849107	TOZ
Registration Number:	2745441	TOZ

CORRESPONDENCE DATA

Fax Number: (314)480-1505
Phone: 314-480-1500
Email: nicole.anderson@huschblackwell.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Alan S. Nemes
Address Line 1: Husch Blackwell LLP
Address Line 2: 190 Carondelet Plaza, Suite 600
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	714159.175
NAME OF SUBMITTER:	Alan S. Nemes
Signature:	/Alan S. Nemes/
Date:	01/31/2012

Total Attachments: 3
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RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this "**Release**"), shall be effective as of January 20, 2012 (the "**Effective Date**"), and has been executed by PRIVATE EQUITY MANAGEMENT GROUP, INC., a Nevada corporation (the "**Secured Party**"), in favor of BAKERS FOOTWEAR GROUP, INC., a Missouri corporation (the "**Grantor**").

WHEREAS, pursuant to that certain Trademark Security Agreement executed February 1, 2008, made by Grantor in favor of Secured Party (the "**Security Agreement**"), as agent for and representative of the lenders ("**Lenders**") which are a party to that certain Second Lien Credit Agreement dated as of February 1, 2008, by and among Grantor, Secured Party, and Lenders, Grantor granted a security interest (the "**Security Interests**") in the trademarks and rights listed therein to Secured Party;

WHEREAS, Secured Party is the owner and holder of that certain Trademark Security Agreement executed February 1, 2008 and filed with USPTO at reel 003717, frame 0261 (the "**Trademark Security Agreement**")

WHEREAS, Grantor has advised Secured Party and Secured Party has confirmed that all indebtedness and other obligations secured by the Security Interests has been paid in full; and

WHEREAS, Grantor has requested Secured Party to execute this release in the Released Collateral (as hereinafter defined) and the Secured Party is willing to do so.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agrees as follows:

1. Released Collateral. The term "**Released Collateral**" as used herein, shall mean all of the Secured Party's right, title and interest of every kind in and to the trademarks, trademark registrations, trademark applications, trade names and servicemarks listed in the Trademark Security Agreement including but not limited to those trademarks, trademark applications, trade names and servicemarks listed in Exhibit A attached hereto (the "**Released Trademarks**") the common law rights associated with the Released Trademarks, including without limitation, and all renewals, reinstatements and revivals thereof, and all proceeds associated with the Released Trademarks, including without limitation, the right to sue for past, present, and future infringements and all rights corresponding thereto throughout the world, and all the goodwill of the business associated with or symbolized by each such Released Trademarks.

2. Release. The Secured Party does hereby remise, release and quitclaim the Security Interests in the Released Collateral, to have and to hold the Released Collateral free and clear from the encumbrance of the Security Interests created by the Trademark Security Agreement and the Security Agreement.

3. Recordation. The Secured Party hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Release.

(signature page to follow)

EXHIBIT A

TRADEMARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY
B & Design	3,107,432	05/20/2006	USA
Bakers	3,876,307	11/16/2010	USA
	3,875,200	11/16/2010	USA
	3,875,198	11/16/2010	USA
Baker's	655,552	12/20/2005	Canada
	661,116	03/22/2006	Canada
	719,778	08/08/1961	USA
Ciella	3,321,308	10/23/2007	USA
Duck Design	1,558,021	09/26/1989	USA
Leed's	719,777	08/08/1961	USA
No Parking	1,943,049	12/19/1995	USA
QualiCraft (stylized)	430,591	06/17/1947	USA
Riverstone	3,876,318	11/16/2010	USA
Sole Project	Proposed	Proposed	
Stomp	2,273,024	08/24/1999	USA
Swing & Design	1,504,057	09/13/1988	USA
The Legworks	986,497	06/18/1974	USA
The Wild Pair	TMA249,138	08/08/1980	Canada
	977,532	01/22/1974	USA
	955,819	03/20/1973	USA
The Wild Pair & Design	1,495,801	07/12/1988	USA
Wild Pair	1,198,008	06/15/1982	USA
Wild Pair (stylized)	2,681,306	01/28/2003	USA
TOZ	2,849,107	06/01/2004	USA
	2,745,441	08/05/2003	USA