

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
Phoenix Footwear Group, Inc.		05/13/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Genesco Inc.		
Street Address:	1415 Murfreesboro Road, Suite 264		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37217		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2496187	H.S. TRASK BOZEMAN MONTANA	
Registration Number:	3573739	H.S. TRASK	
Registration Number:	3573740	H.S. TRASK	
Registration Number:	3573738	H.S. TRASK	
Registration Number:	3573747		
Registration Number:	3643412	H.S. TRASK	
Registration Number:	3643405	FORT BRIDGER	
Registration Number:	3643404	BRIDGER TRAIL	
Registration Number:	3829075	H.S. TRASK	
Registration Number:	3829076	H.S. TRASK	
CORRESPONDENCE DATA			
Fax Number:	(404)541-3372		
Phone:	404-815-6500		
Email:	tadmin@kilpatricktownsend.com		

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

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:	Beth Rook
Signature:	/Beth Rook/
Date:	02/08/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of this 12th day of May, 2011 by and among Phoenix Footwear Group, Inc. ("Phoenix"), H.S. Trask & Co. ("Trask"); Phoenix and Trask are, collectively, "Assignors", and Genesco Inc., a Tennessee corporation ("Assignee"). Assignors and Assignee are each referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee acquired all rights, title, and interests in and to the design marks and trademarks listed on Schedule I attached hereto and incorporated by this reference (collectively, the "Marks"); and

WHEREAS, the Parties desire to enter into this Assignment to effect the purposes contemplated by the Purchase Agreement and for the purposes of assigning the Marks and all goodwill related to or symbolized by such Marks from Assignors to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. Assignors hereby sell, transfer, convey, assign, and deliver to Assignee, and Assignee hereby accepts, all rights, title, and interests in and to the Marks, throughout the world, together with the goodwill related thereto (if any), including, without limitation, any extensions and renewals of the Marks, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for infringement and/or dilution of the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

2. From time to time after the date of this Assignment, without further consideration, Assignors shall execute and deliver such further instruments and shall take all such other actions as the Assignee may reasonably request to more effectively carry out the transactions contemplated hereby, including to transfer to, and vest in, Assignee, and to put Assignee in possession of, the Marks.

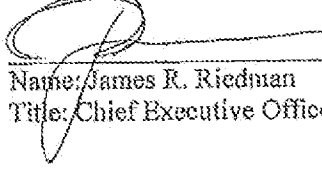
3. Assignors represent and warrant that Assignors have not previously assigned to any third party any right, title or interest in and to any of the Marks or the goodwill of Assignors with respect thereto. Assignors acknowledge that Assignors shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, or any other transfer or exploitation of the Marks. Assignors shall discontinue all use of the Marks at Closing (as such term is defined in the Purchase Agreement).

4. This Assignment is absolute, exclusive and irrevocable.

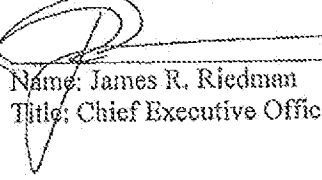
5. This Assignment (together with the Purchase Agreement and the other agreements incorporated thereby) constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements and understandings (including term sheets), both written and oral, among the Parties with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignors and Assignee.

IN WITNESS WHEREOF, the Parties have duly caused the execution of this Trademark Assignment by their duly authorized representative or officer, as of the day and year first above written to be effective as of the Closing.

Assignor: Phoenix Footwear Group, Inc.


Name: James R. Riedman
Title: Chief Executive Officer

Assignor: H.S. Trask & Co.


Name: James R. Riedman
Title: Chief Executive Officer

Assignee: Genesco Inc.

Name: _____
Title: _____

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Assignor: H.S. Trask & Co.

Name: James R. Riedman
Title: Chief Executive Officer

Assignee: Genesco Inc.

James S. Galanti

Name: *James S. Galanti*
Title: *Sr VP - CFO*

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SCHEDULE I
TRADEMARKS

MARK	REGISTRANT	JURISDICTION	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REG. DATE
H.S. TRASK & Design	H.S. Trask	Canada	TMA 517003	9/24/1999
H.S. TRASK & Design	Phoenix Footwear Group, Inc.	Argentina	1756005	
H.S. TRASK & Design	Phoenix Footwear Group, Inc.	Brazil	818300108	7/19/2005
H.S. TRASK & Design	Phoenix Footwear Group, Inc.	China	909.199	12/7/1996
H.S. TRASK & Design	Phoenix Footwear Group, Inc.	Hong Kong	1969/1998	1/9/1995
H.S. TRASK BOZEMAN MONTANA & Design	Phoenix Footwear Group, Inc.	United States	2496187	10/9/2001
H.S. TRASK & Design	Phoenix Footwear Group, Inc.	United States	3573739	2/10/2009
H.S. TRASK & Design	Phoenix Footwear Group, Inc.	United States	3573740	2/10/2009
H.S. TRASK & Design	Phoenix Footwear Group, Inc.	United States	3573738	2/10/2009
Black Bison Design	Phoenix Footwear Group, Inc.	United States	3573747	2/10/2009
H.S. TRASK &	Phoenix Footwear	United States	3643412	6/23/2009

Design	Group, Inc.			
FORT BRIDGER	Phoenix Footwear Group, Inc.	United States	3643405	6/23/2009
BRIDGER TRAIL	Phoenix Footwear Group, Inc.	United States	3643404	6/23/2009
H.S. TRASK & Design	Phoenix Footwear Group, Inc.	United States	3829075	8/3/2010
H.S. TRASK & Design	Phoenix Footwear Group, Inc.	United States	3829076	8/3/2010

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