

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stride Rite Canada Limited		11/02/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	SRL, LLC		
Street Address:	191 Spring Street		
City:	Lexington		
State/Country:	MASSACHUSETTS		
Postal Code:	02421		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3566662	ROBEEZ	
CORRESPONDENCE DATA			
Fax Number:	7852956084		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(785) 368-7547		
Email:	trademarks@collectivebrands.com		
Correspondent Name:	Robert M. Carroll		
Address Line 1:	3231 S.E. 6th Avenue		
Address Line 2:	Collective Brands, Inc. - Law Department		
Address Line 4:	Topeka, KANSAS 66607		
NAME OF SUBMITTER:	Robert M. Carroll		
Signature:	/Robert M. Carroll/		
Date:	06/22/2012		

CH \$40.00 3566662

Total Attachments: 7

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TRADEMARK PURCHASE AGREEMENT

THIS TRADEMARK PURCHASE AGREEMENT (the "*Agreement*") is made effective as of November 2, 2009, by and between SRL, LLC ("*Buyer*"), a Delaware limited liability company, and Stride Rite Canada Limited ("*Seller*"), a Canada corporation. Buyer and Seller are individually referred to as a "*Party*", and collectively as the "*Parties*."

WHEREAS, Seller desires to sell and transfer all of its rights, title and interest in and to the trademarks described on Exhibit A to Buyer under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Buyer and Seller hereto agree as follows:

ARTICLE 1 - SALE OF TRADEMARKS

1.1 Sale of Trademarks

Subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer and deliver all of its rights, title, and interest in and to those certain trademarks described on Exhibit A attached hereto (the "*Trademarks*") as of the Closing Date (as defined below), for the Purchase Price.

1.2 Purchase Price

The price to be paid by Buyer for the sale and transfer of the Trademarks is one million eight hundred twenty one thousand United States dollars (US\$1,821,000) (the "*Purchase Price*").

1.3 Payment of Purchase Price

Buyer shall pay the Purchase Price plus all applicable value-added tax leviable thereon, if any, to Seller within ninety (90) days.

1.4 Closing

The closing for transaction contemplated in this Agreement shall take place on November 2, 2009 (the "*Closing Date*") at the offices of Seller, or such other place mutually agreed to by Buyer and Seller, at such time agreed upon by the Parties (the "*Closing*").

1.5 Requirements of Seller and Buyer on Closing

Seller shall deliver to Buyer at the Closing the Trademarks, an assignment or such other documents or records which may be necessary or appropriate to convey to Buyer good and marketable legal title to the Trademarks purchased by Buyer hereunder and to record such change of ownership.

Unless otherwise expressly assumed by Buyer under this Agreement, Buyer shall not assume, agree or be obligated to pay, perform or discharge any debts, liabilities, mortgages, liens, claims or other obligations of Seller.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

Seller hereby irrevocably represents, warrants and guarantees to Buyer the following matters:

2.1 Incorporation and Status

a) Seller is presently at the time hereof a private company, duly organized and in good standing under the laws of Canada.

b) Seller has all requisite authority to own the Trademarks, to carry on its business as presently conducted and to effect any action as contemplated hereby and has all permits, licenses and authorizations required by law for its ownership of the Trademarks and the conduct of its business.

2.2 Title to Trademarks

Seller has good and marketable legal title to the Trademarks purchased by Buyer under this Agreement and after diligent inquiry has determined that there are no adverse claims by a third party that would impair the title or transferability of the Trademarks. The sale of the Trademarks under this Agreement will not conflict with or result in a breach of any term of an agreement or other instrument to which Seller is a party or by which it is bound and that may result in the creation of a lien, charge or encumbrance on or may give to others any interest or right in the Trademarks.

2.3 Compliance with Applicable Laws and Regulations

Seller, its shareholders, directors, officers and managers are in full compliance with all statutes, regulations and other laws relating to the ownership of the Trademarks and the conduct of its business.

ARTICLE 3 - ADDITIONAL AGREEMENT

3.1 Immediately after the execution of this Agreement, Seller shall notify, if necessary according to Buyer's opinion, any entity or person regarding the sale and transfer of the Trademarks and rights contemplated herein from Seller to Buyer.

3.2 All taxes imposed on the transactions contemplated in this Agreement shall be borne by the Party legally obligated to pay such taxes in accordance with the applicable tax laws and regulations.

3.3 All costs and expenses incurred out of or in connection with the negotiation and

execution of this Agreement, including the attorney's fees, shall be borne by the Party incurring such costs and expenses.

ARTICLE 4 - TERMINATION, AMENDMENT AND WAIVER

4.1 Termination by Either Party

Either Party may terminate this Agreement by written notice to the other Party if any governmental agency shall institute or threaten proceedings or a court order or application shall be made to restrain prohibit or otherwise challenge this Agreement or to take any action in anticipation of its implementation.

4.2 Effect of Termination

If this Agreement is terminated, this Agreement shall no longer be of any force or effect and there shall be no liability on the part of any Party or the directors, officers or employees of any Party.

4.3 Amendment

This Agreement may be amended only by mutual agreement with an instrument in writing signed by or on behalf of each of the Parties hereto.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Governing Law

This Agreement shall be construed and enforced in accordance with the laws of Canada.

5.2 Dispute Resolution


The Parties agree that they will make all efforts to settle by friendly means all differences of opinion which might result from this Agreement. The Parties further agree that any controversy or claim arising out of or relating to this Agreement, or to the breach thereof, which cannot be satisfactorily settled by conference, shall be finally settled by arbitration. The proceeding shall be held in Canada, and conducted in accordance with the provisions of the applicable arbitration laws by one (1) arbitrator appointed in accordance with said rules.

5.3 Counterparts

This Agreement may be executed in two counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

SRL, LLC
(Buyer)

By: 
Name: Harold J. Herman, II
Title: Vice President and Assistant Secretary

Stride Rite Canada Limited
(Seller)

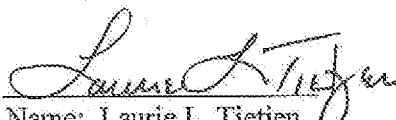
By: 
Name: Laurie L. Tietjen
Title: Vice President

EXHIBIT A

U.S. Trademarks

Mark	Class Number	Serial No.	Reg. No.
ROBEEZ	25	77344759	3566662
LITTLE STEPS WE LOVE	25	77671285	

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made effective as of the 2nd day of November, 2009 (the "Effective Date"), between Stride Rite Canada Limited, a Canadian corporation ("Assignor"), and SRL, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignee purchased those certain trademarks described on Exhibit A attached hereto, from Assignor.

Now therefore, Assignor hereby assigns, conveys and transfers to Assignee all of Assignor's entire right, title and interest in and to each of the trademarks described on Exhibit A attached hereto, together with all goodwill associated therewith, for use and registration by Assignee with no limitations or reservations of use.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date set forth above.

STRIDE RITE CANADA LIMITED

By: 
Name: Laurie L. Tietjen
Title: Vice President

SRL, LLC


By: 
Name: Harold J. Herman, II
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