

Resub

09-03-2002



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

102210214

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Kaysner-Roth Corporation *05-10-02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Shonac Corporation
Internal Address: _____
Address: _____
Street Address: 1675 Watkins Road
City: Columbus State: OH Zip: 43207

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Ohio
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 4/25/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____
SEE ATTACHED

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Sarah Otte Graber
Internal Address: Wood, Herron & Evans, L.L.P.

Street Address: 2700 Carew Tower
441 Vine Street
City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00
See Attached
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-3000

DO NOT USE THIS SPACE

9. Signature.
Sarah Otte Graber *Sarah O. Graber* August 27, 2002
Name of Person Signing Signature Date

22

Total number of pages including cover sheet, attachments, and document: 22

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002574 FRAME: 0205

Trademark

United States Reg. No.

Coach & Four and Design	581,571
Sandler of Boston	545,663
Lissack	781,465
Sportster	441,672
Miss Sandler	909,185
Cobbler Design	630,105
Rags by Sandler of Boston	1,206,262

06-10-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102116610

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kayser-Roth Corporation

5-10-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State-Delaware, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: April 25, 2002

2. Name and address of receiving party(ies)

Name: Shonac Corporation

Internal Address:

Street Address: 1675 Watkins Road

City: Columbus State: OH Zip: 43207

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Ohio, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sarah Otte Graber

Internal Address: Wood, Herron & Evans, L.L.P.

Street Address: 2700 Carew Tower

441 Vine Street

City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41): \$190.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

23-3000

DO NOT USE THIS SPACE

9. Signature.

Sarah Otte Graber

Name of Person Signing

Signature

May 6, 2002

Date

Total number of pages including cover sheet, attachments, and document:

22

06/07/2002 LHMELLER 00000144 581571

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 40.00 OP 02 FC:482 150.00 OP

TRADEMARK REEL: 002574 FRAME: 0207

LIEN RELEASE AGREEMENT

This Agreement is between Shonac Corporation, located at 4150 E. Fifth Avenue, Columbus, Ohio 43219 ("Shonac"), and Kayser-Roth Corporation, located at 102 Corporate Center Boulevard, Greensboro, North Carolina 27408 ("Kayser-Roth").

WHEREAS, on December 1, 1983 Kayser-Roth, then located at 640 Fifth Avenue, New York, New York 10019, and Shonac, then located at 1675 Watkins Road, Columbus, Ohio 43207, entered into a Purchase Agreement (the "Purchase Agreement"), a copy of which is attached as Exhibit 1; and

WHEREAS, in said Purchase Agreement Kayser-Roth agreed to grant, assign and convey to Shonac its entire right, title and interest in the trademarks listed in Exhibit 2, attached hereto, together with any goodwill Kayser-Roth may have had in the business symbolized by the marks and registrations therein (the "Trademarks"); and

WHEREAS, Shonac agreed to pay Kayser-Roth \$250,000 for said Trademarks; and

WHEREAS, Shonac agreed to secure this agreement with a promissory note (the "Promissory Note"), a copy of which is attached as Exhibit 3, and entered into a First General Intangibles Security Agreement ("Security Agreement"), a copy of which is attached as Exhibit 4, with Kayser-Roth wherein Shonac granted to Kayser-Roth a first lien upon and a security interest in the Trademarks; and

WHEREAS, the Security Agreement and a financing statement with respect thereto (the "Financing Statement") were recorded with the U.S. Patent and Trademark Office; and

WHEREAS, since the Financing Statement nor an Initial Financing Statement File Number can be located by the Ohio Secretary of State, both parties agree that the Financing

Statement has since lapsed or was not properly filed in Ohio; and

WHEREAS, both parties agree that Shonac has paid the entire sum required by the terms of the Purchase Agreement, including the amount due under the Promissory Note, to Kayser-Roth; and

WHEREAS, Shonac requests Kayser-Roth to release its security interest and lien on the Trademarks; and

WHEREAS, Kayser-Roth wishes to release Shonac with respect to the Security Agreement and the underlying lien and to affirm that Kayser-Roth assigned its right, title and interest in the Trademarks to Shonac on December 1, 1983, and no longer has a security interest therein.

NOW, THEREFORE, Kayser-Roth hereby releases its security interest and lien in the Trademarks listed in Exhibit 2 pursuant to the "First General Intangibles Security Agreement" dated December 1, 1983, and confirms that Shonac owns the entire right, title, interest and goodwill of these Trademarks free and clear of any security interest of Kayser-Roth.

Executed this 25th day of April 2002.

KAYSER-ROTH CORPORATION

By:

Title: CFO

December 1, 1983

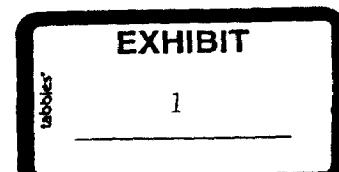
Shonac Corporation
1675 Watkins Road
Columbus, OH 43207

Gentlemen:

The following is our agreement:

1. (a) We hereby grant, assign and convey to you our entire right, title and interest in the United States of America in and to each of the trademarks listed in Exhibit A for female shoes, together with the goodwill of the business symbolized by the marks and the registrations thereof, including those identified in Exhibit A. We are simultaneously delivering to you an assignment in the form of Exhibit B with respect to said marks. We further agree to do such acts and prepare and execute such other documents, without expense to you, as your counsel may deem necessary and desirable to perfect your title and record your ownership of said trademarks and registrations.

(b) "SANDLER OF BOSTON" is registered in Canada under No. 167/42582 in the name of A. Sandler Co. If that registration is still in full force and effect, then we shall cause the registration to be assigned to you. We will also assign the trademark SANDLER OF BOSTON and associated goodwill of the



business symbolized by the mark and registration, to the extent such shall exist in Canada.

(c) We further assign to you whatever right, title, and interest we may have in the United States to those marks and registrations listed in Exhibit C, which are the subject of expired registrations, together with any goodwill we may have in the business symbolized by the marks and registrations thereof.

2. We warrant and covenant that the "SANDLER OF BOSTON" mark and registration No. 545,663 are valid, subsisting, and enforceable in connection with female shoes; that we are the sole and exclusive owner thereof; and that no outstanding adverse rights, claims or encumbrances exist thereagainst. With respect to all other trademarks and/or the registrations therefor referred to in this agreement, we make no representations, warranties, or covenants whatsoever and only transfer to you such right, if any, that we may have with respect to such trademarks and/or registrations and the associated goodwill of the business symbolized thereby.

3. In consideration of the assignment and warranties herein, you agree to pay us Two Hundred Fifty Thousand Dollars (\$250,000) as follows:

\$25,000 on the signing of this Agreement;
\$25,000 on May 1, 1984;
\$50,000 on November 1, 1984;
\$50,000 on November 1, 1985;
\$50,000 on November 1, 1986;
\$50,000 on November 1, 1987.

The parties agree that \$225,000 of the consideration set forth herein to be paid by Shonac Corporation is allocated to the SANDLER OF BOSTON trademark, registration No. 545,663, and associated goodwill in the U.S.A. for female shoes.

In the event of default in any payment, the balance of the purchase price shall immediately become due and payable. The foregoing payment shall be secured by a promissory note in the form of Exhibit D and a first-lien security agreement with financing statement in the form of Exhibit E or such form similar thereto as suitable for recording in Ohio and in the U.S. Patent and Trademark Office.

4. With respect to goods other than female shoes which are the subject of the grant of paragraph 1 hereinabove, we hereby release, transfer, and assign to you all our rights, to the extent such exist, to the "SANDLER OF BOSTON" name for all said other goods, including, but not limited to, male shoes, female accessories and handbags, and male and female socks and hosiery, without any representations, warranties or covenants as to such rights with respect to said other goods. Notwithstanding the foregoing, you agree not to use the SANDLER OF BOSTON mark on any style or type male or female hosiery or socks manufactured by a person other than Kayser-Roth, providing said style or type of male or female hosiery or socks is made available to you by us on a competitive basis in terms of price, quality, quantity, and delivery. To the extent we are unable to provide a style or type of male or female hosiery or

socks on said competitive basis, you are free to use the SANDLER OF BOSTON mark on socks and hosiery manufactured by other than Kayser-Roth with respect to said styles or types unavailable from us on said competitive basis.

5. Kayser-Roth agrees not to use in the U.S.A. or Canada the trademarks transferred hereunder or assist others to do so, so long as Shonac shall not be in default of its obligations hereunder.


6. In the event you become involved in any legal or administrative controversy or proceeding involving the trademarks and registrations assigned hereunder, we agree to cooperate with you upon your request and at your expense, in any such proceedings.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and shall be construed in accordance with the laws of the State of New York.

8. This agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

Would you please indicate your acceptance of the foregoing by signing in the place designated below.

KAYSER-ROTH CORPORATION

By 
Ben B. Blount, Jr.
Executive Vice President

Accepted and agreed to:

SHONAC CORPORATION

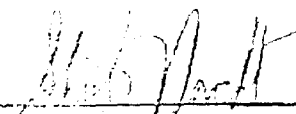
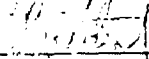
By 
Title 

EXHIBIT A

<u>Trademark</u>	<u>United States Reg. No.</u>
Coach & Four and Design	581,571
Sandler of Boston	545,663
Lissack	781,465
Sportster	441,672
Miss Sandler	909,185
Cobbler Design	630,105
Rags by Sandler of Boston	1,206,262

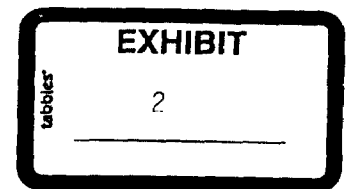


EXHIBIT D

PROMISSORY NOTE

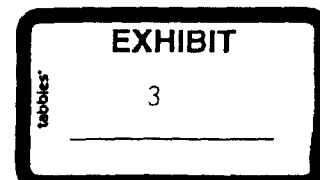
\$225,000.00

December 1, 1983

FOR VALUE RECEIVED, SHONAC CORPORATION ("Borrower") promises to pay to the order of KAYSER-ROTH CORPORATION ("Holder") the sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) payable Twenty-Five Thousand Dollars (\$25,000.00) on May 1, 1984; Fifty Thousand Dollars (\$50,000.00) on November 1, 1984; Fifty Thousand Dollars (\$50,000.00) on November 1, 1985; Fifty Thousand Dollars (\$50,000.00) on November 1, 1986 and Fifty Thousand Dollars (\$50,000.00) on November 1, 1987 at Holder's office in New York, New York or such other place as it may direct. If any installment of principal on this Note is not paid within ten (10) days of the due date, or if Borrower files or has filed against it a petition for bankruptcy or for reorganization under the Bankruptcy Act, or if Borrower makes a general assignment for the benefit of its creditors or a receiver or trustee is appointed for it or for any of its assets or if any other insolvency proceeding by or against it is instituted or if any proceeding for the dissolution or liquidation of Borrower is commenced, this Note shall be in default and the entire unpaid principal amount shall be due and payable immediately. In the event this Note shall be in default, Kayser-Roth Corporation and the holder of this Note agree, before instituting any action against Borrower, to first proceed to recover the unpaid principal amount from General Intangibles pursuant to the provisions of the First General Intangibles Security Agreement executed by Shonac effective on even date herewith, and only in the event a deficiency shall thereafter exist shall Kayser-Roth Corporation and the holder of this Note be permitted to proceed against Shonac and then only to the extent of said deficiency. This Note shall bear no interest and may be prepaid at any time without penalty.

SHONAC CORPORATION

By: _____



FIRST GENERAL INTANGIBLES SECURITY AGREEMENT

THIS DOCUMENT is entered into this 1st day of December, 1983, by and between SHONAC CORPORATION, an Ohio corporation having its principal place of business at 1675 Watkins Road, Columbus, Ohio 43207 (hereinafter referred to as "Shonac") and KAYSER-ROTH CORPORATION, a Delaware corporation having its place of business at 640 Fifth Avenue, New York, New York 10019 (hereinafter referred to as "K-R").

W I T N E S S E T H:

WHEREAS, Shonac and K-R have entered into a Purchase Agreement of even date herewith (the "Purchase Agreement"); and

WHEREAS, it is a condition of said Purchase Agreement that Shonac grant to K-R a first lien upon and security interest in the trademarks set forth in Exhibit A hereto and the entire goodwill of the business of Shonac symbolized by such trademarks (hereinafter the "Trademarks"); and

WHEREAS, Shonac is willing to enter into this Security Agreement (this "Agreement"),

WHEREAS, Shonac is willing to enter into this Security Agreement (this "Agreement"),

NOW, THEREFORE, for good and valuable consideration, the receipt of which by Shonac is hereby acknowledged, Shonac

EXHIBIT

4

TRADE MARK

REEL: 002574 FRAME: 0217

hereby irrevocably grants, bargains, pledges and creates a first security interest having priority over all other security interests unto K-R in, with power of sale at any time of all of Shonac's right, title and interest in and to the Trademarks, including the registrations thereof set forth in Exhibit A, all renewals or extensions thereof; all right of action on account of past, present and future unauthorized use of any of the Trademarks and for infringement of the Trademarks; the right to file and prosecute applications for registration of the Trademarks in the United States or any other country or place anywhere in the world; the entire goodwill of the business of Shonac connected with and symbolized by the Trademarks; and all of the proceeds of any of the foregoing (hereinafter collectively referred to as the "General Intangibles").

TO HAVE AND TO HOLD the said lien upon, and said first security interest in, the General Intangibles unto K-R, its successors and assigns, forever; provided, however, that the lien upon and security interest in the General Intangibles granted to K-R hereunder are upon the express condition that if Shonac shall pay and discharge the obligations and the indebtedness evidenced by the Purchase Agreement in accordance with the terms thereof and a promissory note issued to K-R in connection therewith (the "Promissory Note") then this Agreement and the lien and security interest hereby granted shall cease, terminate and be void, and the entire right and interest in said General Intangibles created by this Agreement shall be released (at Shonac's expense) to

Shonac; otherwise this Agreement is to remain in full force and effect.

In the event Shonac shall be in default after notice of its obligation to pay the indebtedness evidenced by the Purchase Agreement, Shonac agrees that K-R shall have the right at any time to sell, assign or convey the General Intangibles, in whole or in part, for cash or on credit, at public sale or private sale and in whatever way K-R shall, in its sole discretion, deem most likely to produce the most immediate, surest or largest return. For the sole purposes set forth in the foregoing sentence, and solely with respect to disposition of said General Intangibles, Shonac hereby authorizes and empowers K-R to make, constitute and appoint any officer or agent of K-R as K-R may select, in its sole discretion, as Shonac's true and lawful attorney-in-fact, with the power to endorse Shonac's name on all applications, documents, papers and instruments as may be necessary for K-R to use the General Intangibles described herein or to grant or issue any exclusive or non-exclusive license of such General Intangibles to anyone else, or as may be necessary for K-R to assign, pledge, convey or otherwise transfer title in and to or otherwise dispose of the General Intangibles. Shonac hereby ratifies all acts of the attorney-in-fact within the scope of the foregoing authorization. Neither K-R nor said attorney will be liable for any acts or omissions, nor for any error in judgment or mistake of fact or law, but only for its gross negligence or willful misconduct. This power of attorney, being coupled with an

interest, shall be irrevocable until such time as all of Shonac's liabilities and the Promissory Note are satisfied in full, in which event it shall automatically terminate. In addition to, and not in limitation of, the foregoing, K-R shall have, upon the occurrence of any event of default under the Purchase Agreement or Promissory Note, all of the rights of a secured party under the Uniform Commercial Code.

SHONAC FURTHER AGREES that (a) K-R shall have no obligation or responsibility to protect or defend the General Intangibles or the right to use thereof, and Shonac shall, at its own expense, protect, defend and maintain the same to the full extent advisable for its business, and (b) Shonac shall use its best efforts to detect any infringers of the rights described herein and shall forthwith advise K-R in writing of material infringements detected and (c) if Shonac fails to comply with the foregoing, K-R may do so in Shonac's name to the extent permitted by law, but at Shonac's expense, and Shonac hereby agrees to reimburse K-R in full for all expenses, including the fees and disbursements of counsel incurred by K-R in protecting, defending and maintaining the General Intangibles.

SHONAC FURTHER AGREES and covenants that it, its successors and assigns, will at its own expense execute all papers and perform such other acts as may be necessary to give K-R, its successors and assigns, the full benefit of this Agreement.

Shonac hereby represents, warrants, covenants and agrees that:

a) It is and will continue to be the owner of all of the General Intangibles free from any adverse claim, security interest, lien or encumbrance in favor of any person except for the security interest granted to K-R hereby.

b) It has the full right and power to grant the security interest in its General Intangibles made hereby.

c) It has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of its General Intangibles.

d) There is no financing statement or other document or instrument now signed or on file in any public office covering any part of the General Intangibles, except those showing K-R as secured party, and so long as any of the obligations of the Purchase Agreement and Promissory Note remain outstanding, it will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments, except financing statements filed or to be filed in respect to the security interest granted under this Agreement to K-R.

Shonac shall not allow any of the Trademarks which shall be subsisting on December 1, 1983 to become abandoned without the express written approval of K-R.

This Agreement has been made in the State of New York and shall be governed in accordance with the laws of the State of New York. The parties hereto waive all right to trial by jury in any action or proceeding to enforce or defend any rights under this Agreement or relating thereto.

This Agreement shall be binding upon the parties and their respective survivors and assigns.

K-R's rights and remedies hereunder shall be cumulative and nonexclusive of any other rights and remedies which K-R may have under any other agreement, by operation of law or otherwise.

No delay or failure on the part of K-R in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or any other right, privilege, remedy or option; no waiver whatever shall be valid, unless in writing and signed by K-R and then only to the extent therein set forth.

K-R shall suffer Shonac to control and manage the General Intangibles in the operation of its business, including rights of manufacture, use and sale granted by said General Intangibles, and to receive and use the income, revenue and profits arising from said General Intangibles and the proceeds thereof in the same manner and with the same effect as if this Agreement has not been made so long as K-R shall not have exercised any right hereunder.

Shonac's obligations and K-R's rights pursuant to this Agreement shall automatically terminate when Shonac's obligations to pay the indebtedness evidenced by said Purchase Agreement is discharged in full.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as and of the day and year first above written.

SHONAC CORPORATION

By: X *[Signature]*
President

KAYSER-ROTH CORPORATION

By: *[Signature]*
Executive Vice-President

STANDARD FORM
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS

1. PLEASE TYPE this form. Fill only blank portions for filing.
2. Remove Secured Party and Debtor copies and send other 3 copies with appropriate carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item on the form is inadequate the filer should be prepared to attach additional sheets. Attach additional sheets to the filing officer with a list of these copies at the top of the filing statement. Long schedules of collateral, inventories, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is cross or blank which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unprinted set of these forms, without filing fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may send and sign Transmission Legend and use third copy as a further acknowledgment.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es):

2. Secured Party(ies) and address(es):

For Filing Officer (Date, Time, Number, and Filing Office)

Shonac Corporation
1675 Watkins Road
Columbus, Ohio 43207

Kayser-Roth Corporation
640 Fifth Avenue
New York, NY 10019

4. This financing statement covers the following types (or items) of property:

Trademarks as set forth on Exhibit A and all related goodwill.

3. Assignments of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

SHONAC CORPORATION

KAYSER-ROTH CORPORATION

By: _____
Signature(s) of Debtor(s)

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy: Mahabadi

STANDARD FORM - FORM UCC-1,

(For Use in Most States)

EXHIBIT A

<u>Trademark</u>	<u>United States Reg. No.</u>
Coach & Four and Design	581,571
Sandler of Boston	545,663
Lissack	781,465
Sportstar	441,672
Miss Sandler	909,185
Cobbler Design	630,105
Rags by Sandler of Boston	1,206,262