



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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

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

1. Name of conveying party(ies):

E.S. ORIGINALS, Inc.

9.3.02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- 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: August 6, 2002

2. Name and address of receiving party(ies)

Name: The Rockport Company LLC

Internal

Address:

Street Address: 1895 J.W. Foster Boulevard

City: Canton State: MA Zip: 02021

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

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)

2,579,528

Additional number(s) attached Yes No

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

Name: Martha Gayle Barber

Internal Address: Alston & Bird LLP

Street Address: Bank of America Plaza

101 South Tryon Street, Suite 4000

28280-

City: Charlotte State: NC Zip: 4000

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Martha Gayle Barber

Name of Person Signing

Martha Gayle Barber
Signature

8-28-02

Date

4

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

09/06/2002 DBYRNE 00000157 2579528

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

TRADEMARK ASSIGNMENT

WHEREAS, **E.S. ORIGINALS, Inc.**, a New York corporation, having a principal place of business at 450 West 33rd Street, New York, New York 10001 (hereinafter referred to as "ASSIGNOR"), is the exclusive and record owner of the entire right, title and interest in and to the following Trademark and the corresponding United States Trademark Registration:

Mark: **REBOUND**
Registration No.: 2,579,528
Issued: June 11, 2002
Int. Class: 25

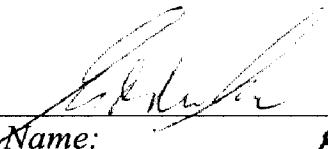
WHEREAS, **The Rockport Company LLC**, a Delaware limited liability corporation, having a principal place of business at 1895 J.W. Foster Boulevard, Canton, Massachusetts 02021 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the above-identified trademark and the corresponding United States Trademark Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE the entire right, title and interest in and to the above-identified mark and the corresponding United States Trademark Registration, together with the goodwill of the business appurtenant thereto and symbolized by said mark, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title and interest herein assigned, transferred and sold to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Trademark Assignment to be executed by its duly authorized officer as of the 6th day of August, 2002.

E.S. ORIGINALS, INC.

By: 
Name: EDDIE ESSEES
Title: President 8/6/02