

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/15/2002

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Soft Shoe, Inc.		02/15/2002	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Rack Room Shoes of Virginia, LLC
Street Address:	4200 Portsmouth Blvd. #327
City:	Chesapeake
State/Country:	VIRGINIA
Postal Code:	23321
Entity Type:	LTD LIAB JT ST CO: VIRGINIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2620963	OFF BROADWAY SHOE WAREHOUSE
Registration Number:	1874721	OFF BROADWAY

CORRESPONDENCE DATA

Fax Number: (785)865-1377
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 785-865-1630
 Email: gregg@compasslegalgroup.com
 Correspondent Name: Gregg Yowell
 Address Line 1: 900 Massachusetts
 Address Line 4: Lawrence, KANSAS 66044

NAME OF SUBMITTER:	Gregg C. Yowell
Signature:	/Gregg C. Yowell/
Date:	03/03/2005

TRADEMARK

Total Attachments: 4

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UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
RACK ROOM SHOES, INC.

COPY

The undersigned, being all the directors of Rack Room Shoes, Inc. (the "Corporation"), hereby adopt the following resolutions by signing their written consent hereto:

WHEREAS, the Corporation is currently negotiating a Stock Purchase Agreement (the "Designer Shoes Purchase Agreement") with all of the shareholders (the "Designer Shoes Stockholders") of Designer Shoes, Inc., a Georgia corporation ("Designer Shoes"), pursuant to which the Corporation proposes to acquire a portion of the outstanding capital stock of Designer Shoes (the "Designer Shoes Acquisition");

WHEREAS, the Corporation is currently negotiating a Stock Purchase Agreement (the "Harjo Purchase Agreement") with all of the shareholders (the "Harjo Stockholders") of Harjo Enterprises, Inc., a Virginia corporation ("Harjo"), pursuant to which the Corporation proposes to acquire all of the outstanding capital stock of Harjo (the "Harjo Acquisition");

WHEREAS, the Corporation is currently negotiating a Stock Purchase Agreement (the "Soft Shoe Purchase Agreement") with all of the shareholders (the "Soft Shoe Stockholders") of Soft Shoe, Inc., a Georgia corporation ("Soft Shoe"), pursuant to which the Corporation proposes to acquire a portion of the outstanding capital stock of Soft Shoe (the "Soft Shoe Acquisition") and, together with the Harjo Acquisition and the Designer Shoes Acquisition, the "Off Broadway Acquisition";

WHEREAS, the latest drafts of the Designer Shoes Purchase Agreement, the Harjo Purchase Agreement and the Soft Shoe Purchase Agreement (collectively the "Purchase Agreements") have been delivered to the Board of Directors (each capitalized term used herein but not otherwise defined herein shall have the respective meaning ascribed to such term in the Purchase Agreements);

WHEREAS, upon completion of the acquisition of such stock by the Corporation, Designer Shoes will have 1,000 shares issued and outstanding, of which 815.3743 will be owned by the Corporation and 184.6257 will be owned by John Shannon; Soft Shoe will have 1,000 shares issued and outstanding, of which 923.6731 shares will be owned by the Corporation and 76.3269 shares will be owned by John Shannon; and Harjo will have 50 shares issued and outstanding, all of which will be owned by the Corporation;

WHEREAS, upon completion of the Off Broadway Acquisition, the Corporation will cause Harjo and Soft Shoe to merge with and into Designer Shoes, and the shares in the respective companies will be converted in a manner resulting in John Shannon owning 10% of the outstanding shares of the surviving corporation and the Corporation owning 90% of the outstanding shares of the surviving corporation;

WHEREAS, at the closing of the Off Broadway Acquisition, John Shannon and the Corporation will enter into a Shareholders' Agreement with respect to the stock of Designer

Shoes and a Shareholders' Agreement with respect to the stock of Soft Shoe (the latest drafts of which have been provided to the Board of Directors), each of which will be replaced with a Shareholders' Agreement with respect to the stock of the surviving corporation in the merger (such shareholders' agreements to be collectively referred to herein as the "Shareholders' Agreements");

WHEREAS, under the Shareholders' Agreements, the Corporation will have the option to purchase the stock of Shannon in the surviving corporation as of the date that is five years after the closing of the Off Broadway Acquisition, or earlier upon death, disability, or termination of employment of Shannon, in exchange for \$1,750,000, adjusted based on net income of the surviving corporation during such five year period;

WHEREAS, under the Shareholders' Agreements, Shannon will have the option to sell his stock in the surviving corporation as of the date that is five years after the closing of the Off Broadway Acquisition, or earlier upon his death or disability, in exchange for \$1,750,000, adjusted based on net income of the surviving corporation during such five year period;

WHEREAS, the aggregate consideration to be paid by the Corporation in exchange for such stock of Designer Shoes, Soft Shoe and Harjo is \$15,750,000, as follows: the Corporation will pay an aggregate of \$11,000,000 at closing for the purchased stock of the respective companies (\$3,227,000 for the stock of Designer Shoes, \$6,701,000 for the stock of Soft Shoe, and \$1,072,000 for the stock of Harjo); the Corporation will pay an aggregate of \$1,750,000 for noncompete agreements with the individual stockholders of the respective companies (\$602,000 to the individual Designer Shoes stockholders, \$943,000 to the individual Soft Shoe stockholders, and 205,000 to the Harjo stockholder); and the Corporation will agree to pay an aggregate earn-out amount of \$3,000,000 to the individual stockholders contingent on the combined companies achieving an earnings before income taxes (EBT) target of 12,000,000 during the four fiscal years after closing, such earn-out amount to be partially paid to the extent EBT exceeds \$6,000,000 during such period;

WHEREAS, in connection with the Designer Shoes Acquisition, the Harjo Acquisition and the Soft Shoe acquisition, John Shannon and Michael Shannon shall each enter into an employment agreement with Designer Shoes (the "Employment Agreements," the latest drafts of which have been provided to the Board of Directors), under which John Shannon will receive base compensation of \$150,000 per year, with a bonus opportunity of 3% of the net income of the surviving corporation in the merger, and paid vacation of 6 weeks per year; and Michael Shannon will receive base compensation of \$100,000 per year, with a bonus opportunity based on a bonus system modeled after the Corporation's incentive compensation program, and paid vacation of 4 weeks per year;

NOW THEREFORE, BE IT RESOLVED, that the officers of the Corporation hereby are authorized and empowered to negotiate the Designer Shoes Purchase Agreement, the Harjo Purchase Agreement, the Soft Shoe Purchase Agreement, the Shareholders' Agreements, and the Employment Agreements on terms they determine to be appropriate, advisable and in the interest of the Corporation, the execution and delivery of each such agreement by such officers to constitute conclusive evidence of such determination;

FURTHER RESOLVED, that the execution, delivery and performance by the Corporation of, and the consummation of the transactions contemplated by, the Designer Shoes Purchase Agreement, the Harjo Purchase Agreement, the Soft Shoe Purchase Agreement, the Shareholders' Agreements, and the Employment Agreements, in such form as each such agreement has been negotiated by the officers as provided in the foregoing resolution, and in each case as such agreement may be revised, amended or modified by such officers, and any and all actions heretofore taken by the officers of the Corporation and/or any person or persons acting on their behalf in connection with the transactions contemplated by such agreements, are hereby authorized, approved, ratified and confirmed in all respects;

FURTHER RESOLVED, that the proper officers of the Corporation hereby are authorized and empowered to take such actions and make such approvals as may be necessary to effect the merger of Soft Shoe and Harjo into Designer Shoes upon consummation of the Off Broadway Acquisition;

FURTHER RESOLVED, that the proper officers of the Corporation hereby are authorized and empowered, acting in the name and on behalf of the Corporation, to consummate the transactions contemplated by the Designer Shoes Purchase Agreement, the Harjo Purchase Agreement, the Soft Shoe Purchase Agreement, the Shareholders' Agreements, and the Employment Agreements, in such form as each such agreement has been negotiated by the officers as provided in the foregoing resolution, and to execute, deliver and perform such further agreements, instruments and documents (including, without limitation, such amendments to any of the foregoing enumerated agreements) as the proper officers of the Corporation shall determine to be necessary or appropriate, the execution and delivery thereof by such officers to constitute conclusive evidence of such determination, and to take such further steps and actions, and make such payments and remittances, as they shall determine are necessary, appropriate or advisable to carry out the foregoing resolutions and otherwise to consummate the Off Broadway Acquisition.


[Signature Page Follows]


The undersigned, in adopting the foregoing resolutions by signing their consent hereto, do confirm, ratify and approve the acts stated in said resolutions and direct that this written consent be filed with the minutes and proceedings of the Corporation. Without otherwise limiting the generality of the foregoing, the resolutions set forth herein, which may be executed in counterparts, shall be effective as if adopted by the vote of the undersigned at a meeting called pursuant to notice, all as required by the laws governing same, and as required by the Bylaws of the Corporation, at which meeting the undersigned were present in person.

Effective this 15th day of November, 2001.

DIRECTORS:


Dr. Heinz Hirsy Deichmann


Heinrich O. Deichmann


Björn Gilden


Robert Hartley