

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/01/1999
CONVEYING PARTY DATA	
Name	Execution Date
Bennett Importing, Inc.	04/20/2005
RECEIVING PARTY DATA	
Name:	Bennett Footwear Group LLC
Street Address:	117 Kendrick Street
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D422401
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Joseph V. Myers III
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Address Line 2:	Suite 700
Address Line 4:	Atlanta, GEORGIA 30309
NAME OF SUBMITTER:	Joseph V. Myers III
Total Attachments: 3	
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CORRECTIVE ASSIGNMENT OF PATENTS

THIS CORRECTIVE ASSIGNMENT OF PATENTS ("Assignment") is given by Bennett Importing, Inc. ("Assignor") to Bennett Footwear Group LLC ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated November 13, 1998 ("APA"), Assignor assigned all of its assets to Assignee;

WHEREAS, Assignor and Assignee intended for all future business activity to be conducted through Assignee after the signing of the APA;

WHEREAS, Assignor, rather than Assignee, was inadvertently listed as the assignee of those certain patents in the United States Patent and Trademark Office ("USPTO"), particulars of which are shown on accompanying Schedule A (the "Patents"); and

WHEREAS, the parties wish to clarify the ownership of the Patents in the name of Assignee and, to that end, hereby enter into this Assignment, effective, with respect to each Patent, as of the date of the application filed in connection with such Patent, for the purpose of recording this Assignment with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

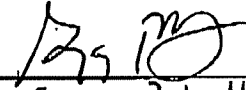
1. Assignor confirms that it hereby assigned and transferred, and hereby assigns and transfers, to Assignee, Assignor's entire right, title, and interest in and to the Patents, effective, with respect to each Patent, as of the date of the application filed in connection with such Patent, free and clear of any and all liens, claims, encumbrances, or the like.
2. Assignee is permitted to file any further applications within the Patents in its own name (but naming the proper inventor(s) as such) in all countries of the world. For purposes of clarification, the rights assigned include, without limitation, all of Assignor's right to sue and recover for any past, present, and future infringement of any rights under the Patents.
3. Assignor agrees to execute any further lawful documents and take any other actions that Assignee might consider necessary or appropriate to fully protect and vest in Assignee the assigned rights and interests in the Patents and to assist Assignee in the maintenance, perfection, and enforcement of any of the Patents. If Assignee is unable, after reasonable effort, to secure Assignor's signature or other action, Assignor hereby irrevocably designates and appoints Assignee as its duly authorized agent and attorney-in-fact, to act for and in Assignor's behalf and stead to execute any such document and take any other such action.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Assignment has been executed as an instrument under seal as of the date first set forth above.

ASSIGNOR:
Bennett Importing, Inc.

ASSIGNEE:
Bennett Footwear Group LLC

By: 
Name: Greg Robertt
Title: EVP - COO

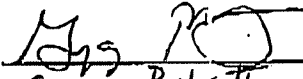
By: 
Name: Greg Robertt
Title: EVP - COO

EXHIBIT A

U.S. Patents

U.S. Patent No.	Date of Issuance	Title
D422,401	April 11, 2000	Shoe
D436,246	January 16, 2001	Shoe upper