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03-03-2000



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

101280279

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/02/2000 DNGUYEN 00000462 955819

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
125.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002029 FRAME: 0167

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

703-415-1555

Name

Christopher E. Kondracki

Address (line 1)

2001 Jefferson Davis Hwy.

Address (line 2)

Suite 505

Address (line 3)

Arlington, VA 22202

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

11

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

955,819	977,532	1,495,801
1,198,008	719,778	399,831
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

165.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

19-3545

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Christopher E. Kondracki

1 February 2000

Name of Person Signing

Signature

Date Signed

1
2
3
4 **TRADEMARK AND TRADEMARK**
5 **APPLICATIONS SECURITY AGREEMENT**

Fleet Retail Finance Inc.

6
7
8
9 January 18, 2000

10
11
12 THIS AGREEMENT is made between

13
14 Fleet Retail Finance Inc., (the " **Lender**") a Delaware corporation with
15 offices at 40 Broad Street Boston, Massachusetts 02109

16
17 and

18
19 Weiss and Neuman Shoe Co. (hereinafter, the "**Borrower**"), a Missouri
20 corporation with its principal executive offices at 2815 Scott Avenue, Suite C, St.
21 Louis, Missouri 63103

22
23 in consideration of the mutual covenants contained herein and benefits to be derived
24 herefrom,

25 *WITNESSETH:*

26
27 1. **BACKGROUND:** The Lender and the Borrower have entered in a certain Loan and
28 Security Agreement of even date (as such agreement may be modified, supplemented, amended or
29 restated from time to time, hereinafter, the "**Loan Agreement**") pursuant to which a credit facility has been
30 established in favor of the Borrower and under which the Borrower's Liabilities are to be secured by
31 certain of the Borrower's assets, including all Marks. (Terms used herein which are defined in the Loan
32 Agreement are used as so defined).

33
34 2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrower hereby
35 creates a security interest in favor of the Lender, with power of sale (which power of sale shall be
36 exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds
37 thereof (collectively, the "**TM Collateral**");

38 (a) All of the Borrower's now owned or existing or hereafter acquired or arising
39 trademarks, trademark applications, service marks, registered service marks and service mark
40 applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part
41 hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark
42 applications, service marks, registered service marks, and service mark applications.

..1..

1 (b) All renewals of any of the foregoing.

2 (c) All income, royalties, damages and payments now and hereafter due and/or
3 payable under and with respect to any of the foregoing, including, without limitation, payments under all
4 licenses entered into in connection therewith and damages and payments for past or future
5 infringements or dilutions thereof.

6 (d) The right to sue for past, present and future infringements and dilutions of any of
7 the foregoing.

8 (e) All of Borrower's rights corresponding to any of the foregoing throughout the
9 world.

10
11 3. **PROTECTION OF MARKS BY BORROWER:** The Borrower shall undertake
12 the following with respect to each items respectively described in Sections ? and ? (collectively, the
13 "Marks"):

14 (a) Pay all renewal fees and other fees and costs associated with maintaining the
15 Marks and with the processing of the Marks.

16 (b) At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent,
17 processing of each Application for Registration which is the subject of the security interest created herein
18 and not abandon or delay any such efforts.

19 (c) At the Borrower's sole cost, expense, and risk, take any and all action which
20 Borrower deems desirable to protect the Marks, including, without limitation, but subject to Borrower's
21 discretion, the prosecution and defense of infringement actions.

22
23 4. **BORROWER'S REPRESENTATIONS AND WARRANTIES:** The Borrower
24 represents and warrants that:

25 (a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark
26 applications, registered service marks and Federal service mark applications now owned by the
27 Borrower.

28 (b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances,
29 or security interests to any Person other than to the Lender.

30 (c) The Borrower shall give the Lender written notice (with reasonable detail) within
31 Ten (10) days following the occurrence of any of the following:

32 (i) The Borrower's obtaining rights to, and filing applications for registration
33 of, any new trademarks, or service marks, or otherwise acquires ownership of any newly
34 registered trademarks, registered service marks, trademark applications, or service mark

1 (ii) The Borrower's becoming entitled to the benefit of any registered
2 trademarks, trademark applications, trademark licenses, trademark license renewals, registered
3 service marks, service mark applications, service mark licenses or service mark license renewals
4 whether as licensee or licensor (other than Borrower's right to sell products containing the
5 trademarks of others in the ordinary course of Borrower's business).

6 (iii) The Borrower's entering into any new trademark license agreement or
7 service mark license agreement.
8

9 **5 AGREEMENT APPLIES TO FUTURE MARKS:**

10 (a) The provisions of this Security Agreement shall automatically apply to any such
11 additional property or rights described in ?, above, all of which shall be deemed to be and treated as
12 "Marks" within the meaning of this TM Security Agreement.

13 (b) The Borrower hereby authorizes the Lender to take all such action to protect the
14 Lender's interest in and concerning any future registered trademarks, trademark applications, registered
15 service marks and service mark applications, written notice of which is so given, *provided, however*, the
16 Lender's taking of such action shall not be a condition to the creation or perfection of the security interest
17 created hereby.
18

19 **6. BORROWER'S RIGHTS TO ENFORCE MARKS:** Prior the Lender's giving of
20 notice to the Borrower following the occurrence of an Event of Default, the Borrower shall have the
21 exclusive right to sue for past, present and future infringement of the Marks including the right to seek
22 injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by
23 third parties, *provided, however*.

24 (a) The Borrower first provides the Lender with written notice of the Borrower's
25 intention to so sue for enforcement of any Mark.

26 (b) Any money damages awarded or received by the Borrower on account of such
27 suit (or the threat of such suit) shall constitute TM Collateral.

28 (c) Following the occurrence of any Event of Default, the Lender, by notice to the
29 Borrower may be terminate or limit the Borrower's rights under this Section ?.

30 **7. LENDER'S ACTIONS TO PROTECT MARKS:** In the event of

31 (a) the Borrower's failure, within Five (5) days of written notice from the Lender, to
32 cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section
33 ?; and/or

34 (b) the occurrence of any Event of Default,

1 (b) the occurrence of any Event of Default,
2 the Lender, acting in its own name or in that of the Borrower, may (but shall not be required to) act in the
3 Borrower's place and stead and/or in the Lenders' own right in connection therewith.
4

5 **8. RIGHTS UPON DEFAULT:** Upon the occurrence of any Event of Default, the
6 Lender may exercise all rights and remedies of a secured party upon default under the Uniform
7 Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with
8 respect to the Marks, in addition to which the Lender may sell, license, assign, transfer, or otherwise
9 dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Lender that
10 an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies
11

12 **9. LENDER AS ATTORNEY IN FACT:**

13 (a) The Borrower hereby irrevocably constitutes and designates the Lender as and
14 for the Borrower's attorney in fact, effective following the occurrence of any Event of Default:

15 (i) To exercise any of the rights and powers referenced in Sections ? and
16 ?.

17 (ii) To execute all such instruments, documents, and papers as the Lender
18 determines to be appropriate in connection with the exercise of such rights and remedies and to
19 cause the sale, license, assignment, transfer, or other disposition of the Marks.

20 (b) The within grant of a power of attorney, being coupled with an interest, shall be
21 irrevocable until this Agreement is terminated by a duly authorized officer of the Lender.

22 (c) The Lender shall not be obligated to do any of the acts or to exercise any of the
23 powers authorized by Section ? herein, but if the Lender elects to do any such act or to exercise any of
24 such powers, it shall not be accountable for more than it actually receives as a result of such exercise of
25 power, and shall not be responsible to the Borrower for any act or omission to act except for any act or
26 omission to act as to which there is a final determination made in a judicial proceeding (in which
27 proceeding the Lender has had an opportunity to be heard) which determination includes a specific
28 finding that the subject act or omission to act had been grossly negligent or in actual bad faith.
29

30 **10. LENDER'S RIGHTS:**

31 (a) Any use by the Lender of the Marks, as authorized hereunder in connection with
32 the exercise of the Lender' rights and remedies under this Agreement and under the Loan Agreement
33 shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any
34 liability for royalties or other related charges.

1 (b) None of this Agreement, the Loan Agreement, or any act, omission, or
2 circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the
3 Lender any rights in and to the Marks, which rights are effective except following the occurrence of any
4 Event of Default.
5

6 11. **INTENT:** It is intended that this Agreement supplement the Loan Agreement. All
7 provisions of the Loan Agreement shall apply to the Marks. The Lender shall have the same rights,
8 remedies, powers, privileges and discretions, with respect to the security interests created in the TM
9 Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan
10 Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan
11 Agreement with respect to all other Collateral.
12

13 12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed
14 instrument and that all rights and obligations hereunder, including matters of construction, validity, and
15 performance, shall be governed by the laws of The Commonwealth of Massachusetts.
16

17 [SPACE INTENTIONALLY LEFT BLANK]

2 IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed and
3 their seals to be hereto affixed as of the date first above written.
4

5 WEISS AND NEUMAN SHOE CO.

6 ("BORROWER")

7 By Peter Edison

8
9
10 Print Name: Peter Edison

11
12 Title: Pres

13
14
15 FLEET RETAIL FINANCE INC.

16 ("LENDER")

17 By D. Michael Murney

18
19
20 Print Name: D. Michael Murney

21
22 Title: MD

1 THE State OF Missouri
2 City OF St Louis
3 , SS

4 Then personally appeared before me Peter Edison who acknowledged that such person is the
5 duly authorized Pres of Weiss and Neuman Shoe Co. and that such person had executed the
6 foregoing instrument on its behalf.

7 Witness my hand and seal this 11 day of January, 2000

8
9
10 Lawrence L. Spanley
11 , Notary Public

12 My Commission Expires: 8/23/00

13
14 Commonwealth Massachusetts
15 THE OF
16 COUNTY OF S. Folle

17 D. Michael Murray

18 Then personally appeared before me who acknowledged that such person is the
19 duly authorized Managing Director of Fleet Retail Finance Inc. and that such person executed the foregoing
20 instrument on its behalf.

21 Witness my hand and seal this 11 day of January 2000

22
23
24
25 Paul J. Perry
26 , Notary Public Paul J. Perry Loscocco

27 My Commission Expires: 9/27/02
28

EXHIBIT A

Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

TRADEMARK REGISTRATION NUMBER REGISTRATION DATE

Trademark Applications

MARK SERIAL NUMBER FILING DATE

535823 2

REGISTRATIONS IN THE U.S. PTO

Mark Good/ Services	Class(es)	Reg. Number	Reg. Date	Exp. Date
WILD PAIR The Wild Pair Shoes	25	955,819	3/20/73	3/20/03
The Wild Pair Retail store services dealing with the sale of shoes and accessories	42	977,532	1/22/74	1/22/04
The Wild Pair & Design Handbags, hosiery, sweatshirts, panty hose, socks, shirts, and belts	18, 25	1,495,801	7/12/78	7/12/08
The Wild Pair (Stylized) Shoes	25	1,198,008	6/15/82	6/15/22
BAKER'S Baker's Retail shoes and accessories	35	719,778	8/8/71	8/8/01
WEISS and NEUMAN SHOE CO.				
STOMP Shoes and accessories	75	399,831		