



101496812

To the Commissioner of Patents and Trademarks: Please record the at

1. Name of conveying party(ies): 10-13-00
FOOTHILL CAPITAL CORPORATION

- Individuals
- General Partnership
- Corporation-State of California
- Other: _____
- Association
- Limited Partnership

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

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

Execution Date: April 11, 2000

2. Name and address of receiving party(ies):
Mason Shoe Manufacturing Co.
1251 First Avenue
Chippewa Falls, Wisconsin 54729

- Individual(s) citizenship
- General Partnership
- Corporation-State of Wisconsin
- Other: _____
- Association
- Limited Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)/ Mark(s)
75/222,343

B. Trademark Reg. No.(s)/Mark(s)
See Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Paul A. Welter
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 26

7. Total fee (37 CFR 3.41): \$665.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Paul A. Welter
Name of Person Signing

Signature

October 9, 2000
Date

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

10/24/2000 MTHAI1 00000153 75222343

01 FC:481 40.00 OP
02 FC:482 625.00 OP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Release of Security Agreement
(Foothill Capital Corporation)

Schedule "A"

REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
AIRLIFT	704,013	September 6, 1960
AMERICAN GENTLEMAN (Stylized)	386,399	April 8, 1941
AMERICAN GENTLEMAN	1,755,483	March 2, 1993
ANDIAMO	692,118	January 26, 1960
AUDITIONS	790,046	May 25, 1965
BRITISH BROGUES	1,127,354	December 4, 1979
C-T & DESIGN	688,029	November 10, 1959
CONTEMPO	802,315	January 18, 1966
CRADDOCK (Stylized)	552,114	December 11, 1951
DECOYS	918,107	August 10, 1971
FASHION CRAFT & DESIGN	233,009	September 20, 1927
GOLDEN LION	706,057	October 18, 1960
LION	665,786	August 12, 1958
LION DESIGN	690,925	January 5, 1960
MASSEYS	1,743,239	December 29, 1992
MASTERBILT (Stylized)	66,095	November 12, 1907
MIRACLE-TREAD (Stylized)	414,635	June 19, 1945
RENDITIONS	853,699	July 30, 1968
SAF-TEK	1,174,364	October 20, 1981
TAGALONGS	716,189	May 30, 1961
TAHOES & DESIGN	835,523	September 19, 1967
TRI-FLEX	1,370,313	November 12, 1985
UNIVERSAL SHOE MANUFACTURING CO. & DESIGN	204,036	October 6, 1925
UNIVERSAL (Stylized)	558,807	May 13, 1952
VERI-FLEX	704,678	September 20, 1960

<u>MARK</u>	<u>APPLICATION SERIAL NO.</u>	<u>DATE FILED</u>
CREATING COMFORT ONE STEP AT A TIME	75/222,343	December 31, 1996

AFFIDAVIT

STATE OF WISCONSIN)
) **ss**
COUNTY OF CHIPPEWA)

RELEASE OF SECURITY AGREEMENT

Steven R. Cray, after being first duly sworn, on oath states the following is true and accurate:

1. He is a resident of Chippewa County, State of Wisconsin, and is an attorney licensed to practice law in the State of Wisconsin.
2. In his capacity as an attorney, he represented Mason Shoe Manufacturing Company in its acquisition of certain assets of Craddock-Terry, Inc.
3. Your Affiant was directly involved in the acquisition of assets of Craddock-Terry, Inc. and this Affidavit is based upon his personal knowledge.
4. Your Affiant knows that on August 26, 1997, Craddock-Terry, Inc. filed a Chapter 11 Bankruptcy in the United States Bankruptcy Court in the Western District of Virginia, Lynchburg Division.
5. On September 4, 1997, Mason Shoe Manufacturing Company and Craddock-Terry, Inc. entered into an Agreement of Acquisition whereunder Mason Shoe Manufacturing Company agreed to purchase certain assets of Craddock-Terry, Inc. including the patents, trademarks, copyrights and service marks of Craddock-Terry, Inc.
6. On September 4, 1997, Craddock-Terry, Inc. as Debtor, made an Application to the Court for an Order of the Court authorizing the sale of its assets free and clear of liens and other interests. That Motion, noted that amongst the assets to be sold free and clear of liens and other interests were certain patents, trademarks, copyrights and service marks.
7. On September 25, 1997, the Bankruptcy Court for the Western District of Virginia, Lynchburg Division, Judge William E. Anderson presiding, heard the Motion of Craddock-Terry, Inc. to sell assets free and clear of liens and other interests. The Court granted that Motion and prepared a written Order authorizing the sale as requested by Craddock-Terry, Inc.
8. On November 26, 1997, pursuant to a Stipulation of the parties, certain exhibits to the Agreement of Acquisition by and between Mason Shoe Manufacturing Company and Craddock-Terry, Inc. were submitted to the Court. The Exhibits included with specificity the patents, trademarks, copyrights and service marks which were assigned by Craddock-Terry, Inc. to Mason Shoe Manufacturing Company.
9. Your Affiant knows the creditors of Craddock-Terry, Inc. were notified of the Motion of Craddock-Terry, Inc. to sell assets, including patents, trademarks, copyrights and

service marks, free and clear of liens and other interest. Your Affiant knows that included in the parties so notified was Foothill Capital Corporation, NationsBank, N.A. and T/W Properties.

10. Your Affiant knows that no objections were filed by any of the creditors of Craddock-Terry, Inc. to the sale by Craddock-Terry, Inc. of assets, including patents, trademarks, copyrights and service marks to Mason Shoe Manufacturing Company.

11. Your Affiant knows the Order of the Court (attached hereto) granted on September 25, 1997 which was made pursuant to 11 U.S.C. § 363(b)(1) and (f) created a sale where the assets sold to Mason Shoe Manufacturing Company by Craddock-Terry, Inc., including all patents, trademarks, copyrights and service marks were sold free and clear of any and all liens, interests, and encumbrances in favor of Foothill Capital Corporation and NationsBank, N.A.

12. Your Affiant knows that on October 7, 1997 Craddock-Terry, Inc. made a written assignment to Mason Shoe Manufacturing Company of all right, title and interest in and to specifically enumerated trademarks, trademark applications and trademark registrations, said Assignment being attached hereto as Exhibit D.

13. Whereby, pursuant to said Order of the Court, THIS RELEASE OF THE SECURITY AGREEMENT, is given to Mason Shoe Manufacturing Co., a Wisconsin corporation and owner by assignment of the United States Trademark Application and Registrations listed on Schedule "A" of Craddock-Terry, Inc., a Virginia corporation (herein called "Debtor") by FOOTHILL CAPITAL CORPORATION, a California corporation (herein called "Agent"),

WITNESSETH:

By Security Agreement, dated April 23, 1997 (the "Security Agreement") recorded on Reel 1583, Frame 0643 in the trademark records of the United States Patent and Trademark Office, Debtor granted to Agent a security interest in and to the trademarks listed on Schedule "A" owned by Debtor:

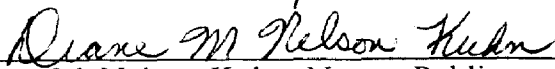
KNOW ALL MEN BY THESE PRESENTS that all obligations of Debtor secured under and by the Security Agreement have been satisfied, and that the lien thereunder shall terminate and be of no further force and effect.

Dated this 11th day of April.



Steven R. Cray

Subscribed and sworn to before
me this 11 day of April, 2000.



Diane M. Nelson Kuhn, Notary Public
Chippewa County, Wisconsin
My Commission expires 1/28/2001

Release of Security Agreement
(Foothill Capital Corporation)

Schedule "A"

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SAF-TEK	1,174,364	October 20, 1981
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UNIVERSAL SHOE MANUFACTURING CO. & DESIGN	204,036	October 6, 1925
UNIVERSAL (Stylized)	558,807	May 13, 1952
VERI-FLEX	704,678	September 20, 1960

<u>MARK</u>	<u>APPLICATION SERIAL NO.</u>	<u>DATE FILED</u>
CREATING COMFORT ONE STEP AT A TIME	75/222,343	December 31, 1996

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF VIRGINIA
LYNCHBURG DIVISION

In Re: Craddock-Terry, Inc.

Case No. 697-02624

Chapter 11

**ORDER AUTHORIZING
SALE OF A MAJOR PORTION OF ESTATE'S ASSETS TO MASON SHOE
MANUFACTURING COMPANY FREE AND CLEAR OF LIENS AND OTHER INTERESTS
PURSUANT TO 11 U.S.C. §363(b)&(f)**

This matter came on for hearing on September 25, 1997 pursuant to that certain Amended Motion of Debtor in Possession for Order Authorizing Sale of Major Portion of Estate's Assets Free and Clear of Liens and Other Interests Pursuant to 11 U.S.C. §363(b)&(f) (the "Motion to Sell") filed in this proceeding by Craddock-Terry, Inc. (the "Debtor") seeking entry of an Order authorizing it to sell certain assets to Mason Shoe Manufacturing Company ("Mason") pursuant to an Agreement of Acquisition dated September 4, 1997 by and between the Debtor and Mason (the "Agreement of Acquisition.") The assets to be sold to Mason are subject to security interests in favor of Foothill Capital Corporation ("Foothill") as a senior secured creditor, NationsBank, N.A., ("NationsBank") as a junior secured creditor to the security interests of Foothill, and the Virginia Small Business Financing Authority ("VSBFA") as a junior secured creditor to the security interests of Foothill. The Debtor's Motion to Sell requested that the sale be free and clear of all liens, encumbrances and other interests with all valid liens attaching to the proceeds in their proper priority.

The Debtor appeared at the hearing, by counsel, and presented evidence. Although no party objected to the sale itself, the Official Unsecured Creditors'

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Committee (the "Creditors' Committee"), Foothill, NationsBank, and The Bank of New York, as Trustee ("BNY"), filed limited objections, a response, or a statement regarding the Motion to Sell. No other parties objected to the Motion to Sell.

Pursuant to the Motion to Sell, the Debtor proposes to sell Mason all assets related to the Masseys retail shoe catalog operation for a purchase price of \$9.2 million, subject to reduction based on the actual inventory on hand at closing and reduction for defective and noncurrent inventory. The Agreement of Acquisition recognizes that time is of the essence in preserving the value of the Masseys catalog business. The Masseys' assets being sold to Mason constitute a major portion of the assets of the Debtor's bankruptcy estate and the Debtor has requested to sell them other than in the ordinary course of business.

Having carefully reviewed the Motion to Sell, the testimony of witnesses, their demeanor and credibility, the documentary evidence, the sufficiency of the evidence, the limited objections, response, and statement filed by Foothill, NationsBank, the Creditors' Committee, and BNY, and having considered arguments of counsel, the Court finds as follows:

A. On August 26, 1997 ("the Petition Date"), the Debtor filed a petition for relief under Chapter 11 of the Bankruptcy Code. Pursuant to Sections 1107 and 1108 of the Bankruptcy Code, the Debtor retained possession of its assets and is authorized as a debtor-in-possession to continue the operation and management of its business. The Debtor's assets consist of real estate, accounts, inventory, furniture, fixtures, equipment, books and records, trademarks, dies, patterns, lasts and general intangibles.

B. Prior to the Petition Date, the Debtor separately had entered into various

loans and security agreements with, among other creditors, Foothill, NationsBank, and VSBFA. Pursuant to the terms of their respective loan agreements, Foothill, NationsBank and VSBFA have, from time to time, loaned money to the Debtor. Under the terms of the respective Foothill, NationsBank, and VSBFA loan and security agreements, the Debtor had granted liens on and security interests in certain collateral (as defined in the respective loan documents), which included, inter alia, the Debtor's accounts, inventory, books and records, trademarks, dies, patterns, lasts and general intangibles (the "Collateral"). In addition, Foothill, NationsBank and VSBFA, inter alia, had entered into various intercreditor and subordination agreements which governed the Secured Parties' relative rights and priorities in and to the collateral as among and between themselves. Pursuant thereto, Foothill has a senior priority security interest in the Collateral, with NationsBank and VSBFA having junior subordinated security interests in the Collateral to Foothill. VSBFA's security interest in the Collateral is junior and subordinate both to Foothill and NationsBank. In addition, the Debtor, Foothill, and BNY entered into an Intercreditor Agreement dated April 23, 1997 (the "BNY Intercreditor Agreement") giving Foothill's security interest priority over any security interest which BNY might have in the collateral.

C. The assets being sold to Mason comprise part of the Collateral and are subject to the liens and security interests of Foothill, NationsBank, and VSBFA.

D. The Loan and Security Agreement dated April 23, 1997 by and between the Debtor and Foothill (the "Foothill Loan Agreement") and the Loan Documents (as such term is defined in the Foothill Loan Agreement) are in all respects, valid and binding agreements and obligations of the Debtor. The liens and security interests held by Foothill under the Foothill Loan Agreement and the other Foothill Loan

Documents are valid, enforceable, properly perfected and non-avoidable. The aggregate principal balance of loans outstanding under the Foothill Loan Agreement as of the Petition Date (exclusive of fees, costs, legal and other expenses) was \$3,041,318.49 with accrued and unpaid interest and service fees due and owing thereon of \$29,638.94.

E. The \$500,000 Installment Note dated as of April 23, 1997 executed by the Debtor and payable to NationsBank (the "NationsBank Note") is, in all respects, a valid and binding agreement and obligation of the Debtor. The liens and security interests held by NationsBank with respect to the NationsBank Note are valid, enforceable, properly perfected and non-avoidable (the "NationsBank Liens"), subject, however, to a Subordination Agreement dated April 23, 1997 by and between NationsBank and Foothill. The aggregate principal balance of loans outstanding under the NationsBank Note as of the Petition Date (exclusive of fees, costs, legal and other expenses) was \$500,000, with accrued and unpaid interest due and owing thereon of \$6,729.30.

F. The Authority Loan Agreements and the Authority Debt (as those terms are defined in the Intercreditor Agreement dated as of April 23, 1997 by and among Foothill, the Debtor and VSBFA (the "Intercreditor Agreement")) are, in all respects, valid and binding agreements and obligations of the Debtor. The liens and security interests held by VSBFA under the Authority Loan Agreements are valid, enforceable, properly perfected and non-avoidable (the "VSBFA Liens"), subject, however, to the Intercreditor Agreement. The aggregate principal balance of loans outstanding under the Authority Loan Agreements as of the Petition Date (exclusive of fees, costs, legal and other expenses) was \$678,275.70, with accrued and unpaid interest due and

owing thereon of \$6,358.83.

G. Prior to the Petition Date, the Debtor was engaged in the manufacturing and sale of shoes. The most valuable and profitable segment of the Debtor's business is the Masseys shoe catalog operation through which the Debtor sells shoes manufactured by it and shoes purchased from third parties. For some time preceding the Petition Date, the Debtor had been unable to operate the shoe manufacturing business profitably and had ceased most of the manufacturing operations, having closed two of its three manufacturing plants and terminated manufacturing employees. Since the Petition Date, the Debtor has closed its remaining plant. Also prior to the Petition Date, the Masseys catalog operation had begun to seriously deteriorate because of the Debtor's inability to purchase new inventory and fill orders from catalog customers due to insufficient operating capital.

H. Mason's interest in purchasing the assets related to the Masseys catalog depended upon the catalog continuing to operate as a going concern. Mason was therefore interested in purchasing the assets only if the sale could be closed as quickly as possible. The more time that passed before inventory was available to supply Masseys catalog orders, the less valuable the business became. Consequently, time is of the essence to Mason, and it will not wait to purchase the Debtor's assets through a confirmed plan of reorganization, given the necessary delay associated with the plan confirmation process.

I. The proposed sale is in furtherance of a plan of reorganization in prospect. The Debtor anticipates filing a disclosure statement and plan within ninety days which will provide for the liquidation of the Debtor's remaining assets, recovery of avoidance actions, if appropriate, determination of claims other than the secured

claims being addressed in connection with the Motion to Sell, and distribution to creditors in order of their priority under the Bankruptcy Code. The Debtor's business is unlikely to generate sufficient income to continue operations and to fund any reorganization plan other than one that provides for the liquidation of the Debtor's assets.

J. The price which Mason will pay for the Debtor's assets is fair and reasonable. The Debtor made known its interest in selling its assets both prepetition and postpetition and Mason has been the only serious potential purchaser for the assets that are the subject of the Agreement of Acquisition. Two other parties expressed tentative interest in purchasing those assets prior to Petition Date, but Mason's offer significantly exceeded the others. In addition, Mason has the financial strength necessary to consummate a cash sale. It is unlikely that another purchaser will step forward in the near future with an offer comparable to or better than that of Mason. Furthermore, since entering into the Agreement of Acquisition, Mason has fully cooperated and assisted the Debtor in maintaining the viability of the Masseys catalog operation by becoming a vendor of shoes at cost, assisting the Debtor in maintaining a relationship with a credit card processing company, and by assisting financially and otherwise in the scheduled mailing of the Masseys catalogs.

K. A sale of the Debtor's assets to Mason pursuant to Section 363 of the Bankruptcy Code is the best method of maximizing value for the assets being sold. If this case were to be dismissed or converted to a case under Chapter 7, the liquidation value of the Debtor's assets which are being sold to Mason pursuant to this Order would be substantially less than the amount offered by Mason.

L. The proceeds from the sale of the assets to Mason which are to be paid

at the closing will be sufficient to satisfy the secured claims of Foothill, NationsBank, and VSBFA. The remainder of the funds payable at closing and the balance of the purchase price will be sufficient to pay any taxes owing the Commonwealth of Virginia, or its subdivisions, resulting from the sale, and should be sufficient to pay some portion of allowed administrative, priority and unsecured claims.

M. The sale is in the best interest of the debtor, its creditors, and all other parties in interest.

N. The sale of the significant portion of the Debtor's assets to Mason evidenced by the Agreement of Acquisition were negotiated in good faith and constitute an arm's length transaction. The consideration to be paid by Mason is fair and reasonable.

O. Mason is a bona fide purchaser for value and has acted in good faith in all respects within the meaning of 11 U.S.C. § 363(m).

P. The holders of liens, claims, or interests in the assets to be sold or in the proceeds have either consented to the sale or could be compelled to accept money satisfactions of such liens, claims or interests pursuant to 11 U.S.C. §§ 363(f)(2) and (5).

Q. The Creditors' Committee was appointed by the United States Trustee on September 4, 1997, and by counsel, has been active in this case and has recommended to the Court that the sale of the Debtor's assets to Mason be approved provided that an order approving the sale is entered by this Court on September 25, 1997 which provides for payment by Mason of a purchase price of \$4.5 million for the non-inventory assets. However, the Creditors' Committee opposes the penalty provision in the Agreement of Acquisition in the event the sale does not close on or

before October 5, 1997.

R. BNY does not object to the relief sought in the Motion to Sell.

S. Notice of the Motion to Sell and the hearing thereon was timely and properly served on all creditors and other parties in interest. Notice of a special meeting of shareholders for the purpose of voting on the proposal to sell the assets which are the subject of this Order to Mason was mailed to all of the Debtor's equity security holders on September 2, 1997. A copy of the Agreement of Acquisition was enclosed with the notice. The special meeting was held on September 16, 1997 and the shareholders approved the sale: 84.9 % of the total number of outstanding shares voted in favor of the proposal and .20% voted against it. On September 22, 1997, a notice of the bankruptcy and notice of the hearing on the Motion to Sell were mailed to the equity security holders. The foregoing constitutes adequate notice to the equity security holders pursuant to Bankruptcy Rule 2002(d).

T. At the request of the Creditors' Committee, Mason and the Debtor have agreed to a Stipulation Modifying the Agreement of Acquisition (the "Stipulation"). The modifications set forth in the Stipulation are reasonable and appropriate and are incidental to and necessary for the implementation of the Agreement of Acquisition. The Stipulation has been filed in this proceeding and the Agreement of Acquisition is modified as set forth therein.

U. The Court has jurisdiction over the subject matter of, and the parties to, the Motion to Sell pursuant to 28 U.S.C. §§ 157 and 1334. This is a "core" proceeding within the meaning of 28 U.S.C. § 157.

Accordingly, it is hereby

ORDERED, ADJUDGED AND DECREED:

1. The Motion to Sell is granted and the Debtor is hereby authorized to sell its personal and intangible property free and clear of all liens, claims, and interests, as set forth in the Agreement of Acquisition, with such liens, claims and interests attaching to the proceeds.

2. The closing of the sale of the assets to Mason shall take place on October 7, 1997, with the purchase price for the non-inventory to be \$4.5 million and the price for the inventory to be determined in accordance with subparagraphs 4(b), (c), and (d) of the Agreement of Acquisition.

3. Foothill, Nationsbank, and VSBFA shall set forth in a letter addressed to the Debtor and filed with Court the amount owing by the Debtor to each on the date of the closing. Except for claims for professional fees and costs associated therewith, which shall be paid only after approval by the Court after application for payment pursuant to Bankruptcy Rule 2016, the secured claims of Foothill, Nationsbank, and VSBFA shall be paid at closing from the sale proceeds that are required to be paid by Mason at the closing. The balance of the proceeds shall be paid to the Debtor to hold in an interest-bearing account and, upon further Order of this Court, used: first, to pay the professional fees and expenses approved by the Court pursuant to 11 U.S.C. §506(c), if any; second, to pay professional fees and related costs of Foothill, NationsBank and VSBFA in the order of priority otherwise set forth in this Order; and third, to pay other administrative and other claims as appropriate in this case. Notwithstanding the foregoing, regardless of whether there has been a determination of the amount or existence of any 11 U.S.C. §506(c) claims, such proceeds shall be

used to pay any professional fees and related costs of Foothill, NationsBank and VSBFA promptly upon the approval of such professional fees and related costs by the Court.


4. The findings set forth in paragraphs D, E, and F of this Order shall be binding on the Debtor and any subsequently appointed trustee or successor-in-interest to the Debtor's estate for all purposes in this Chapter 11 proceeding and in any superseding Chapter 7 case, but shall not bind the Creditors' Committee or other unsecured creditors until further order of the Court after notice and hearing. On or before the sixtieth (60th) day following the date of the entry of this Order, the Creditors' Committee may file an adversary proceeding or contested matter in this case in the Debtor's name without further Order of the Court contesting the findings in paragraphs D, E, and F of this Order and/or seeking disgorgement of any payments made to Foothill, NationsBank, or VSBFA pursuant to this Order.

5. Nothing in this Order shall be deemed to prevent BNY from asserting a claim as a secured creditor based upon existing liens, if any, to any proceeds of the sale remaining after payment of the claims of Foothill, Nationsbank and VSBFA or to contest any payment made to any party to the extent that such payment is made in violation of any priority which BNY may have in the proceeds; subject, however, to the BNY Intercreditor Agreement. The right of the Creditors Committee to object is, however, expressly reserved in the event that any party asserts rights as a secured party to the proceeds of the sale remaining after Foothill, Nationsbank, and VSBFA are paid. The Creditors' Committee may file an adversary proceeding or contested matter in this case in the Debtor's name without further Order of the Court asserting such right; provided, however, that with respect to any adversary proceeding or contested


matter brought by the Creditors' Committee against Foothill, NationsBank, or VSBFA the time limitation set forth in paragraph 4 shall apply.

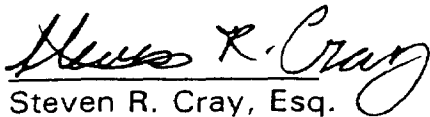
6. After payment at closing, Foothill, Nationsbank and VSBFA shall provide appropriate releases, terminations statements, or other evidences of payment and cancellation of the debt and security interests that may be reasonably requested by the Debtor and Mason.

Entered: September 25, 1997

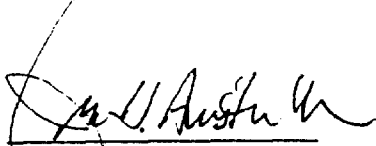

WILLIAM E. ANDERSON
Judge, United States Bankruptcy Court

Consented to:

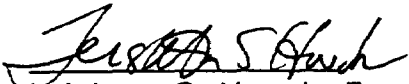

William F. Schneider, Esq.
Smith & Falcone
P.O. Box 957
Lynchburg, Virginia 24505
(804)528-1058
Counsel for Debtor



Steven R. Cray, Esq.
Wiley, Colbert, Norseng,
Cray & Herrell, S.C.
P.O. Box 370
Chippewa Falls, WI 54729
(715)723-8591
Counsel for Mason Shoe Mfg. Co.



Jesse H. Austin, III, Esq.
Paul, Hastings, Janofsky & Walker L.L.P.
600 Peachtree Street, Suite 2400
Atlanta, Georgia 30308
(404)815-3128
Counsel for Foothill Capital Corporation

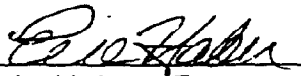


Leighton S. Houck, Esq.
Caskie & Frost
P.O. Box 6360
Lynchburg, Virginia 24505
(804)846-2731

Mary Grace Diehl, Esq.
Troutman, Sanders L.L.P.
600 Peachtree Street, Suite 5200
Atlanta, Georgia 30308
(404)885-3128
Counsel for NationsBank, N.A.



Curtis G. Manchester, Esq.
Hazel & Thomas
411 East Franklin Street, Suite 600
P.O. Box 788
Richmond, Virginia 23219
(804)344-3400
Counsel for Virginia Small Business
Financing Authority

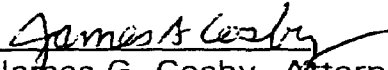


Eric Haber, Esq.
Siegel, Sommers & Schwartz L.L.P.
470 Park Avenue South
New York, New York 10016
(212)889-7570
Counsel for the Official Committee of
Unsecured Creditors



Jonathan E. Davies, Esq.
Davies & Davies
802 Court Street
Lynchburg, Virginia 24505

Edward P. Zujkowski, Esq.
Emmet, Marvin & Martin
120 Broadway
New York, New York 10271
(212) 238-3000
Counsel for The Bank of New York,
as Trustee



James G. Cosby, Attorney Advisor
Office of the U. S. Trustee
Room 806, Poff Federal Building
280 Franklin Road
Roanoke, Virginia 24011-2212

A TRUE COPY, TESTE:
JOHN W. L. CRAIG, II, CLERK
UNITED STATES BANKRUPTCY COURT

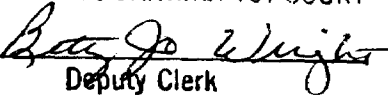
By 
Deputy Clerk

EXHIBIT D

ASSIGNMENT

WHEREAS, CRADDOCK-TERRY, INC., a Virginia corporation, having an address of 601 Twelfth Street, Lynchburg, Virginia 24506 (hereinafter "Craddock-Terry"), is the owner/assignee of the following trademarks and United States trademark applications and registrations: See Attached Sheets.

WHEREAS, MASON SHOE MANUFACTURING COMPANY, a Wisconsin corporation, located and doing business at 1251 First Avenue, Chippewa Falls, Wisconsin 54729 (hereinafter "Mason"), is desirous of acquiring any and all rights that Craddock-Terry may have in and to said trademarks and trademark applications and registrations, together with the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Craddock-Terry does hereby assign unto Mason all right, title and interest in and to said trademarks, trademark applications and trademark registrations, together with the goodwill of the business in connection with which the trademarks are used and which are symbolized by the trademarks;

CRADDOCK-TERRY agrees to provide, at the request of Mason, all such information as Mason deems necessary in order to vest in Mason all Craddock-Terry's right, title and interest in and to the trademarks.

CRADDOCK-TERRY, INC.

By: John Grisham
Name: John Grisham
Title: Vice President

COMMONWEALTH OF VIRGINIA)
)
CITY OF LYNCHBURG)

Subscribed and sworn to before me this 12th day of Oct., 1997.

W. Owen Smith
Notary Public

my commission expires 11/30/2000

TRADEMARK ASSIGNMENT FROM CRADDOCK-TERRY, INC.
TO MASON SHOE MANUFACTURING CO.

I. TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.	FILING DATE
CREATING COMFORT ONE STEP AT A TIME & Design	75/222,343	12/31/1966

II. TRADEMARK REGISTRATIONS

TRADEMARK	REG NO.	REG DATE
AUTOGRAPH (Stylized)	64,588	08/13/1907
MASTERBILT (Stylized)	66,095	12/12/1907
BILLIKEN (Stylized)	93,161	08/26/1913
BILLYBOY & Design	148,383	11/15/1921
UNIVERSAL SHOE MANUFACTURING CO. & Design	204,036	10/06/1925
HERCULES (Stylized)	218,156	09/21/1926
FASHION CRAFT & Design	233,009	09/20/1927
SEALON & Design	306,479	09/19/1933
HARMONY TREAD NOTEWORTHY FOOTWEAR & Design	349,483	08/31/1937
CHARM TONE & Design	362,192	11/15/1938
LIFELINE & Design	371,821	10/10/1939
TOM TERRY & Design	372,605	11/07/1939
NATURAL BRIDGE & Design	384,437	01/21/1941
AMERICAN GENTLEMAN (Stylized)	386,399	04/08/1941
AMERICAN BOY	387,494	05/20/1941
KI-YAKS & Design	389,762	08/19/1941
MIRACLE-TREAD (Stylized)	414,635	06/19/1945
BOB SMART (Stylized)	503,628	11/02/1948
SIR WALTER (Stylized)	506,186	02/01/1949
CRADDOCK (Stylized)	552,114	12/11/1951
UNIVERSAL (Stylized)	558,807	05/13/1952
VICTOR PERONI	634,617	09/18/1956
CHUMMIE SPORTS & Design	635,996	10/16/1956
GIRDLE GRIP & Design	636,217	10/23/1956
GULF PARK	638,088	12/04/1956
ADVOCATE	640,394	01/22/1957
AUTOGRAPH JR.	652,102	09/24/1957
SIR WALTER JR.	652,446	10/01/1957
MERRYMAKER	654,490	11/12/1957

TRADEMARK ASSIGNMENT FROM CRADDOCK-TERRY, INC.
TO MASON SHOE MANUFACTURING CO.

TRADEMARK	REG. NO.	REG. DATE
TOM TERRY JR	655,868	12/17/1957
BOB SMART JR	655,869	12/17/1957
FASHION LANE	659,090	03/04/1958
SWEETBRIAR	659,091	03/04/1958
PEMBROKE	659,396	03/11/1958
SLENDERLINE	660,584	04/15/1958
LION	665,786	08/12/1958
GRANVILLE	669,335	11/04/1958
WORLD BEATER	680,040	06/09/1959
MONSEIGNEUR	686,697	10/13/1959
C-T & Design	688,029	11/10/1959
SOFT TONES BY NATURAL BRIDGE (Stylized)	688,359	11/17/1959
NATURAL BRIDGE (Stylized)	689,156	12/01/1959
LION'S HEAD DESIGN	690,925	01/05/1960
ANDIAMO	692,118	01/26/1960
WISPIES BY MIRACLE-TREAD (Stylized)	692,850	02/09/1960
TEXAS RAMBLERS	693,239	02/16/1960
TERRY HARPER	695,398	03/29/1960
A. G. JR.	699,879	06/21/1960
AG	699,895	06/21/1960
CLOUD 9	702,306	08/02/1960
FREEDOM-AIRES	704,000	09/06/1960
AIRLIFT	704,013	09/06/1960
BILL MANN	704,676	09/20/1960
PILLOW PUFF	704,677	09/20/1960
VERI-FLEX	704,678	09/20/1960
GENTLE TOUCH	704,679	09/20/1960
GOLDEN LION	706,057	10/18/1960
STARS OF TEXAS	706,058	10/18/1960
EVERY DAY	707,579	11/22/1960
WHITE LIGHTS	707,583	11/22/1960
FASHION CRAFT PETALITES (Stylized)	709,077	12/27/1960
FOAM SOUFFLE	709,083	12/27/1960
LIGHT TOUCH	709,984	01/17/1961
SOFTAIRES	715,109	05/09/1961
NYSHAG	716,179	05/30/1961
TAGALONGS	716,189	05/30/1961
TERRY-TEENS	723,128	10/24/1961
DRIFTERS	724,250	11/21/1961

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TO MASON SHOE MANUFACTURING CO.

TRADEMARK	REG. NO.	REG. DATE
WHITE WINGS	726,292	01/09/1962
FOLLIES	728,340	03/06/1962
JEFFERSON	731,208	05/08/1962
LAMONT	731,209	05/08/1962
ALLONS! & Design	736,840	08/28/1962
CAPITANO	737,946	09/18/1962
WAUHEGANS	739,063	10/09/1962
ELAINE TERRY	743,833	01/15/1963
HILL & Design	760,063	11/12/1963
SQAWHEGANS	786,458	03/09/1965
AUDITIONS	790,046	05/25/1965
NAPOLI	800,725	12/21/1965
CONTEMPO	802,315	01/18/1966
ALL-ROUNDERS	824,948	02/28/1967
MISS BILLIKEN & Design	825,815	03/14/1967
MARK XII BY A.G. (Stylized)	826,134	03/21/1967
TAHOES & Design	835,523	09/19/1967
RENDITIONS	853,699	07/30/1968
DECOYS	918,107	08/10/1971
MARY WILLIS	1,061,749	03/22/1977
CAROUSEL	1,073,223	12/13/1977
BRITISH BROGUES	1,127,354	12/04/1979
SATELLITE	1,130,020	01/29/1980
MUSKETEERS	1,173,428	10/13/1981
SAF-TEK	1,174,364	10/20/1981
KILO	1,193,681	04/13/1982
TRI-FLEX	1,370,313	11/12/1985
MASSEYS	1,743,239	12/29/1992
AMERICAN GENTLEMAN	1,755,483	03/02/1993