



11-08-2001

11-02-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #74

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

1. Name of conveying party(ies): Genesco Inc. 11/2/01
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Tennessee
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Larry Mahan, Inc.
Internal Address:
Street Address: 5900 Park County Road 71
City: Guffey State: CO Zip: 80820
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Texas
Other
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: May 23, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,056,330
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Paul A. Mohtares
Internal Address:
Street Address: 1601 Elm St., #3300
City: Dallas State: TX Zip: 75201

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.
Paul A. Mohtares
Name of Person Signing Signature Date 10/31/01

Total number of pages including cover sheet, attachments, and document: 4

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

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TRADEMARK
REEL: 002394 FRAME: 0708

ASSIGNMENT OF U.S. TRADEMARK

WHEREAS, Genesco Inc., a Tennessee corporation having an address of 1415 Murfreesboro Road, Nashville, Tennessee (“Assignor”) is the owner of the registered trademark (the “Mark”) identified on Schedule A attached hereto;

WHEREAS, Larry Mahan, Inc., a Texas corporation having an address of 5900 Park County Road 71, Guffey, Colorado (“Assignee”) is desirous of acquiring all rights, title and interest in and to such Mark;

WHEREAS, Assignor and Assignee have agreed on terms permitting Assignee’s acquisition of such Mark and Assignor has agreed to assign and transfer it to Assignee;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, its successors, assigns or other legal representatives, all Assignor’s rights, title and interest in and to, and to the use of, the above-identified Mark, together with the goodwill of the business symbolized by the Mark, all registrations thereof and applications therefor, and the right to recover damages for past acts of infringement of said Mark.

Assignor hereby consents to and requests recordation of this transfer and further authorizes and requests that all official documents and communications relating to said Mark or the registration(s) and/or application(s) therefor issue and deliver to Assignee, its attorneys, agents, successors or assigns.

Assignor hereby agrees at Assignee’s request to use reasonable efforts to execute in Assignee’s favor any and all additional papers which may be necessary for the transfer, by complete assignment, of all Assignor’s proprietary rights in and to the above-identified Mark and all registrations thereof or applications therefor.

This Assignment is made by Assignor without representation or warranty of any kind or type. By accepting this Assignment, the Assignee acknowledges that the Mark is assigned to Assignee "as is."

IN WITNESS WHEREOF, Assignor has caused this document to be duly and legally executed as of the 25^d day of May, 2001.

GENESCO INC.

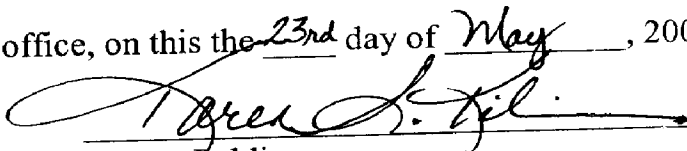
By 

Roger G. Sisson
Secretary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Karen L. Kilian, a Notary Public in and for the State and County aforesaid, personally appeared Roger G. Sisson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Secretary of Genesco Inc. (the "Assignor"), the within-named bargainer, a corporation, and that he as such Secretary, being duly authorized so to do, executed the foregoing Assignment of U.S. Trademarks for the purposes therein contained, by signing the name of the corporation by himself as such Secretary.

WITNESS my hand and seal at office, on this the 23rd day of May, 2001.


Notary Public

My commission expires:

March 29, 2003

SCHEDULE A

MARK: COWBOY LOGO DESIGN
COUNTRY OF REGISTRATION: United States
GOODS: Shoes, boots and footwear
CLASS: 25
SERIAL NUMBER: 75-021,830
REGISTRATION NUMBER: 2,056,330
REGISTRATION DATE: April 22, 1997
RENEWAL DATE: April 22, 2007