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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Meramec Group, Inc.
338 Ramsey St.
Sullivan, MO 63080

1/3/02

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Payless ShoeSource Worldwide, Inc.
Internal
Address: Jayhawk Towers

Street Address: 700 SW Jackson
City: Topeka State: KS Zip: 66603

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Kansas
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,371,524

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Amy C. Kelly, Esquire

Internal Address: Payless ShoeSource, Inc.

Street Address: 3231 S.E. 6th St.

City: Topeka State: KS Zip: 66603

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:

501008


(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.

Amy C. Kelly
Name of Person Signing


Signature

10/24/2001
Date

Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK
REEL: 002419 FRAME: 0438

TRADEMARK PURCHASE AGREEMENT

THIS AGREEMENT, made effective this 15th day of July, 2001 by and between Payless ShoeSource Worldwide, Inc., a Kansas corporation with its principal place of business at Jayhawk Tower, 700 SW Jackson, Topeka, 66611 ("Buyer"), and Meramec Group, Inc., a Missouri corporation with its principal place of business at 338 Ramsey Street, Sullivan, Missouri 63080 ("Seller").

WHEREAS, Seller adopted, owns and has used the mark SAFE-T-STEP in connection with the marketing and sale of footwear incorporating slip-resistant components ("Mark");

WHEREAS, Buyer wishes to acquire Seller's rights to the Mark and the goodwill of Seller's business symbolized by and associated with the Mark; and

WHEREAS, Seller is willing to assign to Buyer its rights in and to the Mark, along with the goodwill of Seller's business symbolized and associated with the Mark, on the terms and conditions provided below;

NOW, THEREFORE, In consideration of the premises and the mutual promises set forth below, the parties agree:

- (1) Upon execution of this Agreement by both parties, Seller shall deliver to Buyer:
- (a) An executed Assignment of Trademark in the form attached as Exhibit A, assigning to Buyer Seller's entire right, title and interest in and to the Mark along with the goodwill of the business symbolized by the Mark, along with the registration of the Mark;
 - (b) All documentation described in paragraph 4 of this Agreement that was not previously delivered to Buyer; and
 - (c) Seller's complete application and registration files with respect to the Mark, including at least one extra label, package, brochure or other

writing, or other specimen provided to the United States Patent and Trademark Office or to any Secretary of State in support of registration of the Mark.

(2) Upon execution of this Agreement by both parties, Buyer shall deliver to Seller the sum of Twenty-Five Thousand Dollars (\$25,000.00) in full payment and consideration for this Assignment and Seller's deliveries and undertakings provided in this Agreement.

(3) Seller makes the following warranties and representations:

- (a) Seller is the owner of the Mark as applied to footwear and it has the right to enter into this Agreement and the Assignment attached as Exhibit A;
- (b) Seller does not know as of the effective date of this Agreement of any prior use of the Mark or any third party claim of any prior use of the Mark or any confusingly similar mark on or in connection with the same or similar goods or services;
- (c) There are no challenges to Seller's exclusive ownership of the Mark ;
- (d) Seller has not abandoned the use of the Mark and Seller, its predecessor in interest and/or licensee(s), have continuously used the Mark in United States interstate commerce since its adoption in connection with footwear; and
- (e) Seller owns a Registration for the Mark on the Principal Register of the United States Patent and Trademark Office for footwear incorporating slip-resistant components, Registration No. 2,371,524.

(4) To the extent not already completed, Seller agrees to furnish to Buyer promptly after the effective date of this Agreement written documentation substantiating Seller's warranties of use and ownership of the Mark. Such documentation shall include,

without limitation, materials showing Seller's or its predecessors in interest's first use of the Mark on or in connection with footwear; Seller's or its predecessor in interest's first use of the Mark in interstate commerce; and Seller's continuing use of the Mark up to and including the effective date of this Agreement. Such material shall include, for example: invoices to customers; labels, packaging, and promotional materials bearing the Mark as used by Seller in its sale of goods; advertising, business literature or other material showing offers or sales of products under the Mark; media articles available to Seller and concerning Seller, its predecessor in title and the goods marketed and sold under the Mark; and other written materials such as brochures, stationery and the like showing use of the Mark by Seller and its predecessor in title, if any.

(5) Seller agrees to cooperate with the Buyer in Buyer's obtaining, enforcing and defending its rights in the Mark granted pursuant to this Agreement.

(6) Buyer and Seller agree that Seller will cease all use of the Mark within thirty (30) days of the execution of this Agreement.

(7) Except with the prior written authorization of Buyer, Seller shall not adopt or use any mark or images the same or confusingly similar to the Mark or which tends to dilute its distinctiveness.

(8) This Agreement represents the entire agreement of the parties, shall be governed by the laws of the State of Kansas, and shall be binding upon the parties, their successors and assigns. In the event of any action brought to enforce this Agreement, the parties consent to venue in Topeka, Kansas, and the prevailing party shall recover its costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, The parties have caused this Agreement to be executed, in duplicate counterparts, by their authorized representatives as of the day and year first above written.

MERAMEC GROUP, INC.

By: [Signature]
Name: THOMAS H DIECKMANN
Title: PRESIDENT
Date: JULY 30, 2001

PAYLESS SHOESOURCE
WORLDWIDE

By: [Signature]
Name: JOHN HANCOCK
Title: President
Date: 8/7/01

PAYLESS SHOE SOURCE
CS
8.2.01
REVIEWED
LAW DEPARTMENT

EXHIBIT A

U.S. FEDERAL REGISTERED TRADEMARK

MARK	REG. #	REG. DATE	GOODS
SAFE-T-STEP	2,371,524	7/25/2000	footwear incorporating slip-resistant components