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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):

DSW Shoe Warehouse, Inc.

6-20-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 11, 2002

2. Name and address of receiving party(ies)

Name: Cerberus Partners, L.P.

Internal

Address:

Street Address: 425 Park Avenue, 28th Floor

City: New York State: NY Zip: 10022

- Individual(s) citizenship Association General Partnership Limited Partnership Delaware Corporation-State Other L.L.C.

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

TRADEMARK RECEIVED 2002 JUN 20 A 9:08 US PATENT & TRADEMARK OFFICE

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

A. Trademark Application No.(s) See attached schedule

B. Trademark Registration No.(s) see attached schedule

Additional number(s) attached Yes No

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

Name: Scott M. Kareff, Esq.

Internal Address: Schulte, Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte, Roth & Zabel

DO NOT USE THIS SPACE

9. Signature.

Scott M. Kareff, Esq.

Name of Person Signing

Signature

June 17, 2002

Date

Total number of pages including cover sheet, attachments, and document: 6

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: 002543 FRAME: 0624

SCHEDULE

A. REGISTERED FEDERAL AND STATE TRADEMARKS AND SERVICE MARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
A BETTER WAY TO BUY BETTER SHOES	2,081,183	7/22/97
CROWN SHOES	1,655,849	9/03/91
DSW	1,891,493	4/25/95
DSW	2,449,341	5/8/01
DSW CLUB	2,206,291	12/01/98
DSW SHOE WAREHOUSE	1,895,449	5/23/95
DSW SHOE WAREHOUSE (and Design)	2,238,281	4/13/99
DSW SHOES	2,356,300	6/6/00
DSW SHOES	2,366,566	7/11/00
REWARD YOUR STYLE	2,255,757	6/22/99
THE BIGGEST NEWS IN SHOES	2,211,166	12/15/98
WE FIT YOUR STYLE	1,951,534	1/23/96
WHERE THE ONLY THING BIGGER THAN SAVINGS IS THE SELECTION	1,786,009	8/3/93

B. FEDERAL AND STATE TRADEMARK AND SERVICE MARK APPLICATIONS

MARK	SERIAL NUMBER	FILING DATE
EXTREME CLEARANCE	76/352,696	12/21/01
EXTREME CONVENIENCE	76/355,137	1/4/02
EXTREME SELECTION	76/355,629	1/4/02
EXTREME VALUE	76/354,750	1/3/02

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, DSW Shoe Warehouse, Inc., a Missouri corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated June 11, 2002 (the "Security Agreement"), in favor of Cerberus Partners, L.P., as agent for certain lenders under the Financing Agreement (the "Assignee");

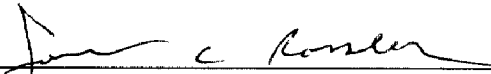
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 11, 2002.

DSW SHOE WAREHOUSE, INC.

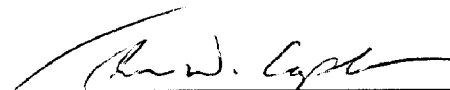
By: 
Name: _____
Title:

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 11th day of June, 2002, before me personally came John C. Rossler, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Executive Officer of DSW Shoe Warehouse, Inc., a Missouri corporation, and that he executed the foregoing instrument in the firm name of DSW Shoe Warehouse, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

By: 

THOMAS W. CAPLIS
Notary Public, State of New York
No. 01CA6024777
Qualified in New York County
Commission Expires May 17, 2003

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

TRADEMARKS AND TRADEMARK APPLICATIONS

DSW Shoe Warehouse, Inc.

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