

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Director, United States Patent and Trademark Office
2900 Crystal Drive
Box Assignment
Washington, D.C. 20231

Cover Sheet - Recordation of Assignment of Trademarks

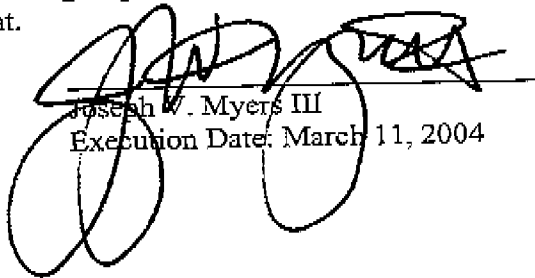
1. Name and entity type of the conveying party: Intershoe, Inc., a New York corporation, USA
2. Name, address and entity type of the receiving party: Bennett Footwear Group LLC, a Delaware limited liability company, USA
145 Wells Avenue, Newton, Massachusetts 02459
- 3.

Interest conveyed:	Registration No. (if registered)	Application Serial No.:	Number of Properties
Assignment of Trademark	1303856		1
Assignment of Trademark	1349611		1
Assignment of Trademark	1420167		1
Assignment of Trademark	1467878		1
Assignment of Trademark	2041978		1
Assignment of Trademark	2111812		1
Assignment of Trademark	2267517		1
Assignment of Trademark	2269407		1
Assignment of Trademark	2270943		1
Assignment of Trademark	2272625		1
Assignment of Trademark	2318599		1
Assignment of Trademark	2461102		1
Assignment of Trademark	2461933		1
Assignment of Trademark	2490901		1
Assignment of Trademark	2637264		1
Assignment of Trademark	2722434		1
Assignment of Trademark	2742911		1
Assignment of Trademark	2787553		1
Assignment of Trademark		75682619	1
Assignment of Trademark		76102153	1
Assignment of Trademark		76145838	1
Assignment of Trademark		78103133	1
Assignment of Trademark		78119086	1
TOTAL			23

CH \$690.00 191361 75682619

- 4. Correspondent name and address: Joseph V. Myers III, Esq.
Seyfarth Shaw LLP
1545 Peachtree Street NE, Suite 700
Atlanta, GA 30309
- 5. Total fee: \$590.00
- 6. Execution date of attached documents: March 11, 2004
- 7. Pages submitted: 25

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.



Joseph V. Myers III
Execution Date: March 11, 2004

004

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the design mark PALOMA (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 1303856 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: _____

Title: _____

SALVO FABBRITELLI
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

005

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the word mark STUDIO PAOLO (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 1349611 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: _____

Title: STUDIO CABBRIELLI
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

2008

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the word mark VIA SPIGA (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 1420167 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: _____

Title: _____

SAURO C. GABRIELI
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

007

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the word mark VIASPIGA (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 1467873 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: _____

Title: SAULO G. GABRIELLI
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

8008

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the word mark VS (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 2041978 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: _____

Title: SAURO G. GABRIELLI
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

000

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bannett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the word mark VIA SPIGA (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 2111812 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name:

THU: STUART GABRIELI
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the word mark NICKELS (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 2267517 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: _____

Title: SAURO GABRIELLI
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the word mark NICKELS SOFT (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 2269407 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: _____

Title: SAURO GABRIELLI
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the word mark PALOMA BY IS COLLEZIONI (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 2270943 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: SAURO GABBRIELLI

Title: EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the design mark INTERSHOE IS (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 2272625 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: _____

Title: **SALVO CABBRELLI**
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the design mark STUDIO VIA SPIGA (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 2318599 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: SAURO GABRIELLI

Title: EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the word mark NICKELS (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 2461102 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name:

Title: SAURO GABRIELLI
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the word mark VIA SPIGA (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 2461933 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: SAURO CABBRIELLI

Title: EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the design mark INTERSHOE IS (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 2490901 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: _____

Title: _____

SARLO CABBRIELLI
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the word mark VIA SPIGA (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 2637264 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: _____

Title: _____

[Handwritten Signature]
SPURO CASIBIENT
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 17, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the word mark VIA SPIGA (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 2722434 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: _____

Title: _____

[Signature]
SPURD CABBRIERI
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the word mark VIA SPIGA (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 2742911 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: _____

Title: SAURO FABRIELLI
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the word mark VIA SPIGA (the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office under Registration No. 2787553 (the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: _____

Title: SAURO GABRIELLI
EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has filed for registration of the design mark NICKELS NOWW (the "Mark"), which is now the subject of a pending trademark application in the United States Patent and Trademark Office, Serial No. 75682619 (the "Application");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee Assignor's entire right, title and interest in and to the Mark and Application, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: 

Printed Name: SAURO GABRIELLI

Title: EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has filed for registration of the design mark INTERSHOE IS (the "Mark"), which is now the subject of a pending trademark application in the United States Patent and Trademark Office, Serial No. 76102153 (the "Application");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee Assignor's entire right, title and interest in and to the Mark and Application, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: SAURO GABRIELLI

Title: EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has filed for registration of the word mark VS (the "Mark"), which is now the subject of a pending trademark application in the United States Patent and Trademark Office, Serial No. 76145838 (the "Application");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee Assignor's entire right, title and interest in and to the Mark and Application, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written,

Assignor:

Intershoe, Inc.

By: _____

Printed Name: SAURO GABRIELLI

Title: EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has filed for registration of the word mark VS (the "Mark"), which is now the subject of a pending trademark application in the United States Patent and Trademark Office, Serial No. 78103133 (the "Application");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee Assignor's entire right, title and interest in and to the Mark and Application, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: _____

Printed Name: SAURO GABRIELLI

Title: EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has filed for registration of the word mark PALOMA (the "Mark"), which is now the subject of a pending trademark application in the United States Patent and Trademark Office, Serial No. 78119086 (the "Application");

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee Assignor's entire right, title and interest in and to the Mark and Application, together with the goodwill of the business symbolized by the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

By: [Signature]

Printed Name: SAURO GABRIELLI

Title: EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

SEYFARTH
ATTORNEYS **SHAW** LLP

One Peachtree Pointe
1545 Peachtree Street, N.E.
Suite 700
Atlanta, GA 30309-2401
404-885-1500
fax 404-892-7056
www.seyfarth.com

Writer's direct phone
(404) 885-6743
Writer's e-mail
jmyers@seyfarth.com

March 11, 2004

VIA FACSIMILE (703) 306-5995

Director, United States Patent and Trademark Office
2900 Crystal Drive
Box Assignment
Washington, D.C. 20231

Re: Attached Recordation Cover Sheet and Assignment Documentation

Dear Sir:

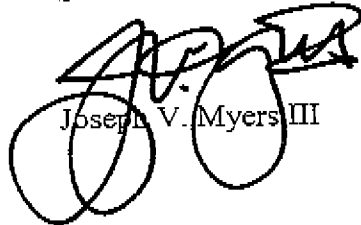
Attached please find one (1) recordation cover sheet and underlying assignment documentation for recordation with the Assignment Services Division of the U.S. Patent and Trademark Office. The recordation evidences the assignment of eighteen (18) registered trademarks and service marks and five (5) pending applications from Intershoe, Inc. to Bennett Footwear Group LLC.

Please charge the filing fee of \$590.00 for this filing to the Seyfarth Shaw LLP deposit account at Deposit Account Number 191351.

Please contact the undersigned should you have any questions regarding this matter. Thank you in advance for your assistance.

Sincerely,

SEYFARTH SHAW LLP



Joseph V. Myers III

Attachments

ATLANTA BOSTON CHICAGO HOUSTON LOS ANGELES NEW YORK SACRAMENTO SAN FRANCISCO WASHINGTON, D.C. RUSSELLS