11-04

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

Name and entity type of the 1. conveying party:

Intershoe, Inc., a New York corporation, USA

Name, address and entity type of 2. the receiving party:

Bennett Footwear Group LLC, a Delaware limited liability company, USA 145 Wells Avenue, Newton, Massachusetts 02459

3.

Interest conveyed:	Registration No.	Application Serial No.:	Number of Properties
Assignment of Trademark	1303856		<u> </u>
Assignment of Trademark	1349611		1
Assignment of Trademark	1420167		<u> </u>
Assignment of Trademark	1467878		<u> </u>
Assignment of Trademark	2041978		11
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		
Assignment of Trademark	2637264		11
Assignment of Trademark	2722434		1
Assignment of Trademark	2742911		<u> </u>
Assignment of Trademark	2787553		1
Assignment of Trademark		75682619	1
Assignment of Trademark		76102153	1
Assignment of Trademark		76145838	
Assignment of Trademark		78103133	1
Assignment of Trademark		78119086	<u>l</u>
TOTAL			23

AT1 32186689.2

TRADEMARK 700071631 REEL: 002812 FRAME: 0263 1-04 05:28pm From-4048703813 T-128 P.004 F-420

Joseph V. Myers III, Esq. Correspondent name and address: 4.

Seyfarth Shaw LLP

1545 Peachtree Street NE, Suite 700

Atlanta, GA 30309

\$590.00 Total fee: 5.

Execution date of attached documents: March 11, 2004 6.

25 Pages submitted: 7.

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.

₩. Муст≴ Ш

Execution Date: March 11, 2004

TRADEMARK REEL: 002812 FRAME: 0264

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of Morch 1, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware limited liability company ("Assigner").

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

WHERBAS, Assigned 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 reocipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to 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 WHERROF, Assignor has raused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

By:

Intershoe, Inc.

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THE EXECUTIVE VICE VER

[CORPORATE SEAL]

HO1 15631334.1

TRADEMARK
REEL: 0028/12/7FRAME 0265 W

2005

TRADEMARK ASSIGNMENT

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

WEBREAS, 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. 13496)1 (the "Registration");

WHERBAS, 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 asknowledged. Assigner hereby assigns, transfers, and convoys to Assigner Assigner'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.

Printed Name:

Title Executive VIR VERING W

[CORPORATE SEAD]

BO1 15631334,1

TRADEMARK REEL: 0028%25ÆRAM®30268∀₩

Work

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 sequire the crutic 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 Assigner Assignor's entire right, title, and imerest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

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

Assignor:

Intershoe, Inc.

Ву:_____

Printed Name:

[CORPORATE SEAL]

BO1 15431334.1

@1007

TRADEMARK ASSIGNMENT

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. 146787\$ (the "Registration");

WHEREAS, Assignee desires to acquire the cutive 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 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,

Ey:

Intershoe, Inc.

Printed Name

Tide: Executive VER RESULT

[CORPORATE SEAL]

DOI 15631330.1

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TRADEMARK REEL: 002012:FRAME: 0:268W

Boos

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11. 2004 by Indershoe, Inc., a New York corporation ("Assignor"), to Brunett Footware Group LLC, a Delaware throtted liability company ("Assignce").

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, Assignce desires to sequire the entire right, title, and interest in and to the Mark and the Registration;

NOW, THEREFORE, for good and valueble consideration, the receipt and sufficiency of which are hereby asknowledged. Assignor bereby 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:

Intershop, Inc.

Printed Name:

Tide: Exactings Vice President

[CORPORATE SEAL]

BO: 15691334.1

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 11, 2004 by Indied Hability company ("Assigner"), to Bannett Footwar Group LLC, 2 Delawate

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");

WHRRAS, Assigned 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 Assignce 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:

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[CORPORATE SEAL]

201 3561394.t

11-04

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 1/1, 2004 by Intershoe, Inc., a New York corporation ("Assigner"), 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:

Title:

Printed Name:

TIUS VUE PRESIO

[CORPORATE SEAL]

BO1 15631334.7

TRADEMARK REEL: 00281⁄29€R⁄ANIEC:002714∀W

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 1, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Pootwear 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, Assignce 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.

Printed Name:

Title: EXECUTIVE VICE P

[CORPORATE SEAL]

BO1 15631334.1

TRADEMARK REEL: 0028/129/FRAM®3012/72/∀W

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March [1], 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");

WHERBAS, 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.

Printed Name:

Tide EXECUTIVE VICE PARTIES

[CORPORATE SEAL]

BO1 15631334.1

WHERRAS, 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, Assignce desires to acquire the entire tight, 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:

By:

Intershoe, Inc.

Printed Name:

THE EXECUTO

[CORPORATE SEAL]

BO1 15631334.1

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 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 Assigner'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.

Printed Name:

Title: EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

BOI 1363 334,1

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March // 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. 2451102 (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:

Bv:

Intershoe, Inc.

Printed Name:

Title: Executive Vice PRESI

[CORPORATE SEAL]

BOI 15631934.1

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 1, 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.

Printed Name:

THE EXPLUTION DEBRIETLE

[CORPORATE SEAL]

PO1 15637334.)

1-04

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 1/1, 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, Assignce 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, Assigner 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:

By:

Intershoe, Inc.

Printed Name:

[CORPORATE SEAL]

URO

BQ1 15631334.1

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

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.

Printed Name:

Title: EXECUTIVE VAC DE

[CORPORATE SEAL]

BO1 15631334.J

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 1, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delaware 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.

Printed Name:

THE EXFOUNDE VICE PRESINE

[CORPORATE SEAL]

BO1 15631334.)

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March [, 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:

By:

Intershoe, Inc.

_ .

Printed Name:

[CORPORATE SEAL]

BO1 15631334.1

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March ..., 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 WIINESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

By:

Intershoe, Inc.

Printed Name:

CORPORATE SEAL

IOI 15631334,1

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

WHERBAS, 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 data first above written.

Assignor:

Intershoe, Inc.

БУ:___

Printed Name:

Title: Ł

[CORPORATE SEAL]

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TRADEMARK REEL: 0028/12/FRAMED:702839∀₩

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THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March _____, 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, Assigner has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

Assignor:

Intershoe, Inc.

Printed Name:

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[CORPORATE SEAL]

O1 15631334.]

1-04

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 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.

Printed Name

[CORPORATE SEAL]

BO1 15631334.1

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 1, 2004 by Intershoe, Inc., a New York corporation ("Assignor"), to Bennett Footwear Group LLC, a Delawere 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:

Βv:

Intershoe, Inc.

Printed Name:

[CORPORATE SEAL]

BOI 15631334.1

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

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.

Printed Name: DAUR

Title: EXECUSIONE UNE PRESI

[CORPORATE SEAL]



Writer's direct phone (404) 885-6743 Writer's e-mail jmyers@scyfarth.com One Peachtree Points

1545 Peachtree Street, N.E.

Suite 700

Atlanta, GA 30309-2401

404-885-1500

fax 404-892-7056

www.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.

Sincercly,

SEYFARTH SHAW LLP

Attachments

TRADEMARK
REEL: 002812 FRAME: 0288

RECORDED: 03/11/2004