

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Miguel Sampaio		12/27/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Payless ShoeSource Worldwide, Inc.		
Street Address:	Jayhawk Towers, 700 SW Jackson,		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66603		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2646852	I LOVE SHOES	
CORRESPONDENCE DATA			
Fax Number:	(785)295-6084		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	785-295-6640		
Email:	vasuki_selvan@payless.com		
Correspondent Name:	Emily C. Canedo		
Address Line 1:	3231 SE Sixth Avenue		
Address Line 4:	Topeka, KANSAS 66607		
ATTORNEY DOCKET NUMBER:	I LOVE SHOES - ASSIGNMENT		
NAME OF SUBMITTER:	Emily C. Canedo		
Signature:	/emilycanedo/		
Date:	01/08/2008		

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Total Attachments: 1
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

~~SAMPANO~~
WHEREAS, Miguel Sampaio, an individual residing at 123 Grove Street, Tarrytown, New York, 10591, hereinafter referred to as "Assignor," is the owner of the entire right, title and interest, in U.S. Trademark Registration No. 2,646,852 for I LOVE SHOES (the "Registered Trademark");

WHEREAS, Assignor is the owner of the entire right, title and interest in the domain name www.iloveshoes.com (the "Domain Name");

WHEREAS, PAYLESS SHOESOURCE WORLDWIDE INC., a Kansas corporation, having a place of business at 3231 S.E. Sixth Avenue, Topeka, Kansas 66601, hereinafter referred to as "Assignee" desires to acquire the entire right, title and interest of Assignor in and to said Registered Trademark and Domain Name; and

WHEREAS, to the best of Assignor's knowledge no proceedings to cancel the Registered Trademark or proceedings that may affect the ownership or right of Assignor to operate the Domain Name are pending, and no other party makes a claim of ownership to the Registered Trademark or the Domain Name or the registrations or applications therefor;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to said Registered Trademark together with all of the goodwill of the business associated with and symbolized thereby.

ASSIGNOR further sells, transfers and assigns to Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to said Domain Name together with all the goodwill of the business associated with and symbolized by the Domain Name.

ASSIGNOR further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in and to Assignee, its successors, assigns, and legal representatives.

Executed to be effective as of the 27th day of December, 2007.

By: 
Miguel Sampaio
SAMPANO

PAYLESS SHOESOURCE WORLDWIDE, INC.

By: 
Michael Massey
General Counsel

NYDOCS 55103v2

TRADEMARK

RECORDED: 01/08/2008

REEL: 003691 FRAME: 0876