

**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
	Scott Oshry		07/28/2011
			INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Payless ShoeSource Worldwide, Inc.		
Street Address:	700 SW Jackson, Ste. 202		
Internal Address:	Jayhawk Towers		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66603		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
Serial Number:	76705420	SXY BY UNFORGETTABLE MOMENTS	
CORRESPONDENCE DATA			
Fax Number:	(785)295-6084		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7853687547		
Email:	abrozenic@lathropgage.com		
Correspondent Name:	Robert M. Carroll		
Address Line 1:	3231 SE 6th Ave.		
Address Line 2:	Collective Brands, Inc. - Law Dept.		
Address Line 4:	Topeka, KANSAS 66607-2260		
ATTORNEY DOCKET NUMBER:	456221		
NAME OF SUBMITTER:	Amy M. Brozenic, attorney for Assignee		
Signature:	/Amy M. Brozenic/		
Date:	08/04/2011		
Total Attachments: 1 source=3221_001#page1.tif			

CH \$40.00 76705420

TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of July 28, 2011, and is by and between Scott Oshry, an individual with an address of 40 Worth Street, Suite 705, New York, NY 10013 (the "Assignor"), and Payless ShoeSource Worldwide, Inc. a Kansas corporation having its principal place of business at 3231 SE 6th Ave., Topeka, KS 66607 (the "Assignee").

WHEREAS, Assignor is the owner of the mark SXY BY UNFORGETTABLE MOMENTS (the "Mark");

WHEREAS, Assignee desires to acquire from Assignor, and Assignor wishes to transfer to Assignee all right, title and interest in and to the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, U.S. Trademark Application Serial No. 76/705,420 for the Mark and any registrations that may issue from said application and any renewals thereof, any and all other applications and registrations of the Mark, and any renewals thereof, and all common law rights associated with the Mark; the right to sue or otherwise recover for any and all past, present and future infringement or dilution of the Mark; all income, royalties, damages, and other payments now and hereafter due and payable with respect to the Mark; and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder.

Assignor further agrees to execute all documents, papers, forms, and authorizations and to take any and all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title and interest in and to the Mark.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed and delivered as of the date first above written.

SCOTT OSHRY

  
\_\_\_\_\_

PAYLESS SHOESOURCE WORLDWIDE, INC.

By:   
\_\_\_\_\_

Name: Harold J. Herman

Title: Vice President & Group Counsel