

02-18-1999

TO THE



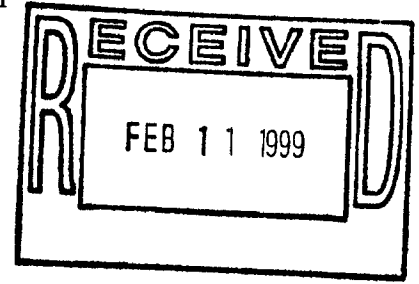
OF

100967665

Cover Sheet

For Trademark Assignment

From Bennett Footwear Group LLC
To Citizens Business Credit Company



MRO
2-11-99

Please record the enclosed Collateral Assignment of Trademarks between Bennett Footwear Group LLC and Citizens Business Credit Company dated as of February 5, 1999 (the "Assignment").

1. The name of the party conveying the interests is:

Bennett Footwear Group LLC, a Delaware limited liability company (the "Assignor")

2. The name and address of the party receiving the interests is:

Citizens Business Credit Company
a division of Citizens Leasing Corp.,
a Rhode Island Corporation ("Bank")
28 State Street
Boston, MA 02109

3. Assignor collaterally assigns to the Bank and creates a security interest in favor of the Bank in and to the trademark and service marks and the good will associated therewith (hereinafter, the "Marks") listed on EXHIBIT A, annexed hereto.

4. Correspondence relating to the Assignment or the recordation thereof should be sent to:

Toni Lopes
Goulston & Storrs, P.C.
400 Atlantic Avenue
Boston, MA 02110

440E

5. The Assignment conveys the interests described above with respect to a total of seventeen (17) service marks, and the total fee for recordation, which fee accompanies this cover sheet, is \$440.00.

6. The Assignment was executed as of February 5, 1999.

7. The Bank is domiciled in the United States.

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ASSIGNMENT BRANCH

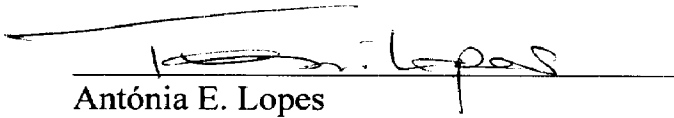
02/17/1999 DNGUYEN 00000203 1133173

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8. To the best of the undersigned's knowledge and belief, the information contained in this Cover Sheet is true and correct, and the copy of the Assignment accompanying this Cover Sheet and being recorded herewith is a true copy of the original Assignment.

IN WITNESS WHEREOF, the undersigned Assignee has executed this Cover Sheet this 10th day of February, 1999.


Antónia E. Lopes

Total Page Count, Including
this Cover Sheet and the Assignment: 13

<u>Our File No.</u>	<u>Country</u>	<u>MARK</u>	<u>Class</u>	<u>Serial No.</u> <u>Filing Date</u>	<u>Pat. No.</u> <u>Issue Date</u>	<u>Status</u>
E0032/2005	U.S.	ZODIAC	25	141745 9/9/77	1133173 4/15/80	Renewal Due on 4/15/00
E0032/2005DK	Denmark	ZODIAC	25	9109/95 11/28/95	VR5014 9/6/96	Renewal Due on 9/6/96
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E0032/2005GB	Great Britain	ZODIAC	25	2046636 11/27/95		Response Due 10/9/97
E0032/2005IS	Iceland	ZODIAC	25		6081996 5/28/96	Renewal Due on 5/28/06
E0032/2005IT	Italy	ZODIAC	25			Active File as of 10/10/95
E0032/2005JP	Japan	ZODIAC	25	67872/1995 7/5/95		Published 2/24/97
E0032/2006	U.S.	ENCORE	25	51054 5/1/75	1059943 2/22/77	Cancelled 2/22/83
E0032/2007	U.S.	ZODIAC U.S.A.	25	263163 5/22/80	1187786 1/26/82	Renewal Due on 1/26/02
E0032/2007CO	Colombia	ZODIAC U.S.A.		284262 4/12/88		Published 4/30/96

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November 6, 1998

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SCHEDULE OF ZODIAC TRADEMARKS

<u>Our File No.</u>	<u>Country</u>	<u>MARK</u>	<u>Class</u>	<u>Serial No.</u> <u>Filing Date</u>	<u>Pat. No.</u> <u>Issue Date</u>	<u>Status</u>
E0032/2007NO	Norway	ZODIAC U.S.A.				Case Not Filed 12/24/87
E0032/2008	U.S.	ZODIAC	25	444373 9/19/83	1309114 12/11/84	Renewal Due on 12/11/04
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E0032/2010	U.S.	ZODIAC USA		477823 4/30/84	1328520 4/2/85	Renewal Due on 4/2/05
E0032/2011	U.S.	ZODIAC & Design	25	73/679649 7/30/87	1486193 4/26/88	Renewal Due on 4/26/08
E0032/2011SG	Singapore	ZODIAC	25	2434/91 3/1/91	2434/91 3/1/91	Renewal Due on 3/1/01
E0032/2011TW	Taiwan	ZODIAC	25	78-1006 1/7/89	456029 11/1/89	Renewal Due on 3/30/99
E0032/2013	U.S.	ZODIAC SPORT	25	74/094551 9/7/90	1657483 9/17/91	Section 8 & 15 Must be Filed by 9/17/97
E0032/2015CA	Canada	ENCORE ZODIAC USA	25	628707 3/31/89	406293 12/18/92	Proof of Use Required by 12/18/95
E0032/2019	U.S.	ZODIAC	18	74/019502 1/16/90	2136052 2/10/98	Sec. 8 & 15 Due 2/10/04

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SCHEDULE OF ZODIAC TRADEMARKS

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November 6, 1998

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E0032/2020	U.S.	ZODIAC USA	25	74/019660 1/16/90		Statement of Use Accepted 6/18/97
E0032/2021	U.S.	ZODIAC USA	18	74/019335 1/16/90	2159130 5/19/98	Sec. 8 & 15 Due 5/19/04
E0032/2022	U.S.	ZODIAC INTERNATIONAL	25	74/071951 6/22/90	2116487 11/25/97	Sec. 8 & 15 Due 11/25/03
E0032/2023	U.S.	FOOT-Z & Logo	25	74/100398 9/19/90	1762934 4/16/93	Affidavit Under Sections 8 & 15 Due 4/6/99
E0032/2027TW	Tawain	COMPANY Z	25	82-14182 4/2/93	620837 11/16/93	Renewal Due on 11/15/03
E0032/2030	U.S.	ZODIAC	25	74/401600 6/14/93	1936302 11/21/95	Section 8 & 15 Must be Filed by 11/21/01
E0032/2033	U.S.	ZODIAC USA	25	75/010389 10/25/95	2053577 4/15/97	Section 8 & 15 Must be Filed by 4/15/03
E0032/2035	U.S.	POWER SURGE		75/278363 4/18/97		Statement of Use &/or Ext. Due 11/26/98

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Our File No.	Country	MARK	Serial No. Filing Date	Pat. No. Issue Date	Status
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E0032/7000	U.S.	SHOE SOLE (5 SPEED BOTTOM	07/118810 11/09/87	D305578 01/23/90	Expiration Date 01/23/04
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Date: February 5, 1999

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to secure the Liabilities of

Bennett Footwear Group LLC (the "**Assignor**"), a Delaware limited liability company with its principal executive offices at 145 Wells Avenue, Newton, Massachusetts 02459,

to

Citizens Business Credit Company, a division of Citizens Leasing Corp. (hereinafter, the "**Bank**"), a Rhode Island corporation with offices at 28 State Street, Boston, Massachusetts 02109.

under the Loan and Security Agreement of even date (as amended from time to time, the "**Loan Agreement**") between the Assignor and the Bank, the Assignor hereby collaterally assigns to the Bank and creates a security interest in favor of the Bank in and to the trademark and service marks and the good will associated therewith (hereinafter, the "**Marks**") listed on EXHIBIT A, annexed hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. Until this Collateral Assignment is terminated by a duly authorized officer of the Bank, the Assignor shall undertake the following with respect to each Mark until, in the case of any Marks other than the Marks indicated with an asterisk on EXHIBIT A, annexed hereto, the relevant Mark is no longer used in, or material to the operation of, the business of the Assignor:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Assignor's sole cost, expense, and risk, take any and all action which reasonably may be necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

In the event of any failure by the Assignor to perform any of its obligations set forth above within twenty (20) Business Days after written notice from the Bank, the Bank may (but shall not be required to) act in the Assignor's place and stead. Any reasonable costs or expenses which the Bank incurs on account of so acting shall be deemed Costs of Collection reimbursable by the Assignor to the Bank as provided in the Loan Agreement.

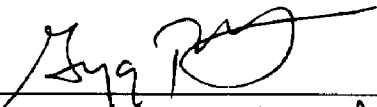
3. (a) Upon the occurrence of any Event of Default, the Bank shall have, and may exercise, all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Mass. Gen. Laws Ch 106) in addition to which the Bank may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and not been waived and that the Bank is authorized to exercise such rights and remedies.

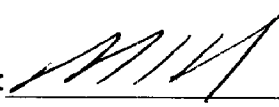
(b) The Assignor hereby irrevocably constitutes and designates the Bank as and for the Assignor's attorney in fact, upon and following the occurrence of any such Event of Default and so long as the same is continuing, to execute all and singular such instruments, documents, and papers as the Bank reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Collateral Assignment is terminated by a duly authorized officer of the Bank.

IN WITNESS WHEREOF, the Assignor and the Bank respectively have caused this Agreement to be executed by officers duly authorized so to do on the date first above written.

BENNETT FOOTWEAR GROUP LLC
(the "Assignor")

CITIZENS BUSINESS CREDIT
COMPANY, a division of Citizens
Leasing Corp.
(the "Bank")

By: 
Executive Vice President

By: 
VICE PRESIDENT

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

February 5, 1999

Then personally appeared before me Gregg Ribatt who acknowledged that he ~~she~~ is the Exec. V. Pres. of Bennett Footwear Group LLC and that he/she executed the foregoing instrument on behalf of its Board of Managers and Members as his/her free act and deed.

Antonias Lopes
Notary Public

My Commission Expires: _____
ANTONIA LOPES, NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 24, 2004

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

February 5, 1999

Then personally appeared before me Ralph Letner who acknowledged that he ~~she~~ is the Vice President of Citizens Business Credit Company, a division of Citizens Leasing Corp. and that he/she executed the foregoing instrument on behalf of its Board of Directors as his/her free act and deed.

Antonias Lopes
Notary Public

My Commission Expires: _____

ANTONIA LOPES, NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 24, 2004

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November 5, 1998

SCHEDULE OF ENCORE PATENTS

GOULSTON & STORRS

A PROFESSIONAL CORPORATION

COUNSELLORS AT LAW

400 ATLANTIC AVENUE

BOSTON, MASSACHUSETTS 02110-3333

(617) 482-1776

TELECOPY/FAX (617) 574-4112

WRITER'S DIRECT DIAL (617) 574-6516

e-mail: alopes@goulstorrs.com

February 10, 1999

BY OVERNIGHT MAIL

U.S. Patents and Trademarks Office
Attention: Customer Service Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

Re: Assignment from Bennett Footwear Group LLC
to Citizens Business Credit Company

Dear Sir/Madam:

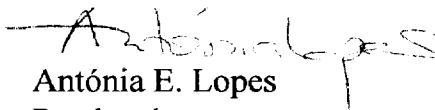
Enclosed for recordation please find a Collateral Assignment of Trademarks.

Also enclosed is the cover sheet and payment, in the form of a check for each assignment, of the recordation fee.

Please acknowledge your receipt of this letter and the above-referenced enclosures and filing fee by stamping the enclosed extra copy of this letter with the date of receipt, and returning the stamped extra copy to the undersigned in the self-addressed envelope provided for your convenience.

If you have any questions, do not hesitate to contact me at (617) 574-6516.

Sincerely,


Antónia E. Lopes
Paralegal

Enclosures

cc: Janice S. Gross, Esq.
GSDocs-736622-1

RECEIVED
99 FEB 11 AM 9:32
ASSIGNMENT BRANCH

RECORDED: 02/11/1999

TRADEMARK
REEL: 1855 FRAME: 0367