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SHEET



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FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the : Please record the attached original documents or copy thereof.

1. Name of conveying party: Encore Shoe Corporation
[] individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation -- a Delaware corporation
[] Other

2. Name and address of receiving party:
Name: Bennet Footwear Group LLC
Street Address: 145 Wells Avenue
Newton, MA 02459

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation--a Delaware limited liability company
[] Other

3. Nature of conveyance:
[] Assignment [X] Merger
[] Security Agreement [] Change of Name
[] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] yes [] no
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [] No

Execution Date: November 13, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration Nos.

1133173, 1309114, 1329724, 1328520, 1486193, 2136052, 2159130, 2116487, 1936302, 2053577

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Douglas R. Wolf
Address: WOLF, GREENFIELD & SACKS, P.C.
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 02210

6. Total number of applications and registrations involved: [10]

7. Total fee (37 CFR 3.41) \$ 265.00
[X] Enclosed

[X] The Commissioner is authorized to charge deposit account 23/2825 for any deficiencies in the enclosed fee.

05/17/2000 JSHBAZZ 00000138 1133173

01 FC:481
02 FC:482

40.00 OP
225.00 OP

DO NOT USE THIS SPACE

9. Statement and signature

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.

Douglas R. Wolf, Esq.

Signature

April 27, 2000

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: [7]

Mail documents to be recorded with required cover sheet information to:
Box Assignments, Commissioner of Patents and Trademarks, Washington, D.C. 20231

ASSET PURCHASE AGREEMENT

Agreement made as of the 13th day of November, 1998 by and between Bennett Footwear Group LLC, a Delaware limited liability company with its principal office at 145 Wells Avenue, Newton, Massachusetts 02459 (the "Buyer"), and Encore Shoe Corporation, a Delaware corporation with its principal office at 51 Wakefield Street, Rochester, New Hampshire 03867 (the "Seller"). The Buyer, on the one hand, and the Seller, on the other hand, are referred to individually herein as a "Party" and are referred to together herein as the "Parties."

Preliminary Statement

The Buyer desires to purchase, and the Seller desires to sell, substantially all of the business and assets of the Seller (the "Business"), for the consideration set forth below and the assumption of the Seller's liabilities set forth below relating to the Business, subject to the terms and conditions of this Agreement. The Buyer and the Seller intend that the acquisition of the Business by the Buyer be a tax-free exchange of assets for an interest in a limited liability company, as described in Section 721 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the mutual commitments hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

THE PURCHASE

1.1 Purchase and Sale of Assets.

(a) Subject to the terms and conditions of this Agreement, the Buyer shall purchase from the Seller, and the Seller shall sell, transfer, convey, assign and deliver to the Buyer, at the Closing (as defined in Section 1.4(a)), for the consideration specified below in this Article I, all right, title and interest in and to all of the assets of the Seller existing as of the Closing (collectively, the "Acquired Assets"), including, but not limited to, (i) all inventories of raw materials, work in process and finished goods, (ii) all accounts, accounts receivable, notes and notes receivable which are payable to the Seller, (iii) all prepaid expenses, deposits, bank accounts and other similar assets of the Seller, (iv) all rights of the Seller under all contracts, agreements, leases, licenses and other instruments to which the Seller is a party, (v) the Seller's right, title and interest in and to all leases and subleases of real property, (vi) all rights of the Seller under express or implied warranties from the suppliers of the Seller, (vii) all of the Seller's right, title and interest in and to all intangible property

rights, including but not limited to trade names and trademarks, and (viii) except as specifically provided in Subsection 1.1(b) hereof, all other assets, properties, claims, rights and interests of the Seller which exist on the Closing Date, of every kind and nature and description, whether tangible or intangible, real, personal or mixed.

(b) Notwithstanding the provisions of paragraph (a) above, the Acquired Assets shall not include those assets listed on Schedule 1.1(b) attached hereto (the "Excluded Assets").

1.2 Buyer Consideration. At the Closing, the Buyer shall deliver to the Seller a 15% membership interest in the Buyer (the "Membership Interest").

The Membership Interest is referred to herein as the "Buyer Consideration," and the sum of the fair market value of the Membership Interest on the Closing Date and the Assumed Liabilities (as defined in Section 1.3(a)) being assumed by the Company pursuant to Section 1.3(a) is referred to herein as the "Purchase Price."

1.3 Assumption of Liabilities.

(a) Upon and subject to the terms and conditions of this Agreement, the Buyer shall assume and become responsible for, from and after the Closing, any and all liabilities or obligations (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated, whether accrued or unaccrued, whether due or to become due, and whether claims with respect thereto are asserted before or after the Closing) of the Seller, including without limitation (i) all accounts payable and notes payable which are payable by the Seller, (ii) all trade accounts payable and accrued liabilities of the Seller, (iii) all liabilities and obligations of the Seller under all contracts, agreements, leases, licenses and other instruments to which the Seller is a party, (iv) all obligations of the Seller under express or implied warranties of the Seller, (v) all obligations of the Seller for the payment of principal and interest on the promissory notes of the Seller (the "Katz Notes") in the aggregate principal amount of \$679,600 issued on June 12, 1992 to Ronald Katz, Earl Katz and James Katz, which obligations the Buyer has agreed to perform under the Katz Agreement (as defined in Section 6.2(f)), and (vi) except as specifically provided in Subsection 1.3(b) hereof, all other liabilities and obligations of the Seller which exist on the Closing Date, of every kind and nature and description, whether tangible or intangible, real, personal or mixed (collectively, the "Assumed Liabilities").

(b) The Buyer shall not at the Closing assume or agree to perform, pay or discharge, and the Seller shall remain unconditionally liable for, the liabilities set forth on Schedule 1.3(b) (collectively, the "Retained Liabilities").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Buyer:

BENNETT FOOTWEAR GROUP, LLC

By: [Signature]

Title: _____

Seller:

ENCORE SHOE CORPORATION

By: [Signature]

Title: _____

| Our File No. | Country | MARK | Class | Serial No. Filing Date | Pat. No. Issue Date | Status |
|--------------|------------------|---------------|-------|---------------------------|------------------------|-------------------------------|
| E0032/2005 | U.S. | ZODIAC | 25 | 141745 8/9/77 | 1133173 4/15/80 | Renewal Due on 4/15/80 |
| E0032/2005DK | Denmark | ZODIAC | 25 | 9108/95 11/28/95 | VR5014 9/6/98 | Renewal Due on 8/8/96 |
| E0032/2005ES | Spain | ZODIAC | 25 | 2000001 | 2/5/97 | |
| E0032/2005GB | Great Britain | ZODIAC | 25 | 2048636 11/27/95 | | Response Due 10/2/97 |
| E0032/2005IS | Iceland | ZODIAC | 25 | | 6081998 5/28/98 | 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 | 1058843 2/22/77 | Cancelled 2/22/83 |
| E0032/2007 | U.S. | ZODIAC U.S.A. | 25 | 283163 5/22/80 | 1187788 1/26/82 | Renewal Due on 1/26/02 |
| E0032/2007CO | Colombia | ZODIAC U.S.A. | | 284262 4/12/88 | | Published 4/30/98 |

November 6, 1998

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SCHEDULE OF ZODIAC TRADEMARKS

| Our File No. | Country | MARK | Class | Serial No. Filing Date | Pat. No. Issue Date | Status |
|--------------|-----------|----------------------|-------|---------------------------|------------------------|---|
| E0032/2007NO | Norway | ZODIAC U.S.A. | | | | Case Not Filed 12/24/87 |
| E0032/2008 | U.S. | ZODIAC | 25 | 444373 8/19/83 | 1309114 12/11/84 | Renewal Due on 12/11/04 |
| E0032/2009 | U.S. | ZODIAC | | 480427 | 1329724 4/8/85 | Renewal Due on 4/8/05 |
| 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 | 731679849 7/30/87 | 1488193 4/26/88 | Renewal Due on 4/26/08 |
| E0032/2011SG | Singapore | ZODIAC | 25 | 2434/81 3/1/91 | 2434/81 3/1/91 | Renewal Due on 3/1/01 |
| E0032/2011TW | Taiwan | ZODIAC | 25 | 78-1006 1/7/89 | 456028 11/1/89 | Renewal Due on 3/30/99 |
| E0032/2013 | U.S. | ZODIAC SPORT | 25 | 74084551 8/7/80 | 1657483 9/7/81 | Section 8 & 15 Must be Filed by 9/7/97 |
| E0032/2015CA | Canada | ENCORE ZODIAC USA | 25 | 828707 3/31/89 | 406293 12/18/92 | Proof of Use Required by 12/18/95 |
| E0032/2019 | U.S. | ZODIAC | 18 | 74/018502 1/16/80 | 2136052 2/10/98 | Sec. 8 & 15 Due 2/10/04 |

November 6, 1998

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| Our File No. | Country | MARK | Class | Serial No. Filing Date | Pat. No. Issue Date | Status |
|--------------|---------|-------------------------|-------|---------------------------|------------------------|---|
| E0032/2020 | U.S. | ZODIAC USA | 25 | 74/018660 1/16/90 | | Statement of Use Accepted 8/18/97 |
| 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 | 2118487 11/25/97 | Sec. 8 & 15 Due 11/25/03 |
| E0032/2023 | U.S. | FOOT-Z & Logo | 25 | 74/100388 9/19/90 | 1762934 4/16/93 | Affidavit Under Sections 8 & 15 Due 4/6/99 |
| E0032/2027TW | Taiwan | 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 | 1938302 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 Exl Due 11/28/98 |

SCHEDULE OF ZODIAC TRADEMARKS

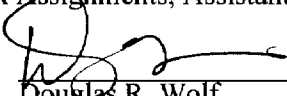
November 6, 1998

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Company: Encore Shoe Corporation
a Delaware corporation

CERTIFICATE OF MAILING UNDER 37 CFR §1.8(a)

The undersigned hereby certifies that this document and the listed enclosures are being placed in the United States mail with first-class postage attached, addressed to Box Assignments, Assistant Commissioner for Patents, Washington, D.C. 20231 on the 27th day of April, 2000.



Douglas R. Wolf

Box Assignments
Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

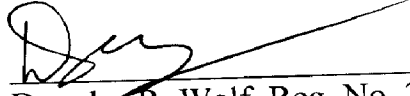
Transmitted herewith are the following documents:

- Recordation Form Cover Sheet (Form PTO-1594)
- Merger document
- Return receipt postcard

If the enclosed papers are considered incomplete, the Mail Room and/or the Application Branch is respectfully requested to contact the undersigned at (617)720-3500, Boston, Massachusetts.

A check in the amount of \$265.00 is enclosed. If the fee is insufficient, the balance may be charged to the account of the undersigned, Deposit Account No. 23/2825. A duplicate of this sheet is enclosed.

Respectfully submitted,



Douglas R. Wolf, Reg. No. 36,971
Wolf, Greenfield & Sacks, P.C.
600 Atlantic Avenue
Boston, MA 02210-2211
(617)720-3500

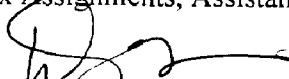
April 27, 2000
xnddx

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Assistant Commissioner for Patents
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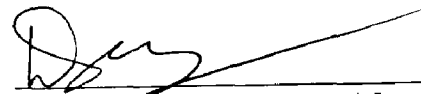
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600 Atlantic Avenue
Boston, MA 02210-2211
(617)720-3500

April 27, 2000
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RECORDED: 05/01/2000

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