

Form PTO-1594
(Rev. 03/01)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy hereof.

1. Name of conveying party(ies):
AMASIA INTERNATIONAL, LTD.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Massachusetts
 Other _____
Additional name(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies):
Name: FOOTWEAR SOURCING USA, LLC
Address: 3333 New Hyde Park Road - Suite 305
New Hyde Park, New York 11042
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware limited liability company

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: January 29, 2004

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) & addresses attached?
 Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s).
(SEE ATTACHED SCHEDULE)
Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Patrick Boisson
Internal Address: Fross Zelnick Lehrman & Zissu, P.C.
Street Address: 866 United Nations Plaza
City: New York State: NY Zip: 10017
Tel: (212) 813-5900 • Fax: (212) 813-5901

6. Total number of applications and registration involved:.....31
7. Total fee (37 CFR 3.41) \$ 790.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
23-0825 - Docket No. FOTW-0418998
(Attach duplicate copy of this page if paying by deposit account)

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.
Tamar Niv Bessinger Tamar Niv Bessinger May 5, 2004
Name of Person Signing Signature Date
Total number of pages comprising cover sheet: _____

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Schedule of Trademarks

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
Footwear Sourcing USA, LLC	ALLURE	United States of America	73/311516	1228560	Feb 22 1983	25	Registered
Footwear Sourcing USA, LLC	ALLURE and Design	United States of America	73/694138	1495917	Jul 12 1988	25	Registered
Footwear Sourcing USA, LLC	CARESSA	United States of America	72/025691	665773	Aug 12 1958	39	Registered
Footwear Sourcing USA, LLC	CARESSA	United States of America	73/541006	1393256	May 13 1986	18	Registered
Footwear Sourcing USA, LLC	CARESSA and Design	United States of America	73/694139	1510196	Oct 25 1988	25	Registered
Footwear Sourcing USA, LLC	CARESSA EAST	United States of America	74/154002	1734924	Nov 24 1992	25	Registered
Footwear Sourcing USA, LLC	CARESSA PRESTIGE	United States of America	73/601516	1437385	Apr 21 1987	25	Registered
Footwear Sourcing USA, LLC	CARESSABLES	United States of America	74/617102	1937321	Nov 21 1995	25	Registered
Footwear Sourcing USA, LLC	CARESSABLES BY CARESSA	United States of America	72/176490	771516	Jun 16 1984	39	Registered
Footwear Sourcing USA, LLC	CARINA	United States of America	73/466939	132085	Feb 19 1985	25	Registered
Footwear Sourcing USA, LLC	CARIOCA and Design	United States of America	73/541009	1377374	Jan 7 1986	25	Registered
Footwear Sourcing USA, LLC	CARIOCA!	United States of America	72/230508	818316	Nov 8 1986	25	Registered
Footwear Sourcing USA, LLC	COMFORT CONSTRUCTION	United States of America	74/169534	1818492	Jan 25 1994	25	Registered
Footwear Sourcing USA, LLC	CROSSTOWN	United States of America	74/028624	1649544	Jul 2 1991	25	Registered
Footwear Sourcing USA, LLC	ELEGANZA	United States of America	72/136880	775869	Aug 25 1964	25	Registered

Footwear Sourcing USA, LLC	JUDITH LESLEY	United States of America	73/767551	1559928	Oct 10 1989	25	Registered
Footwear Sourcing USA, LLC	KATHERINE HALL	United States of America	73/767550	1559927	Oct 10 1989	25	Registered
Footwear Sourcing USA, LLC	METRO and Design	United States of America	73/541003	1460115	Oct 6 1987	25	Registered
Footwear Sourcing USA, LLC	Mushroom Design	United States of America	73/062531	1081789	Jan 10 1998	25	Registered
Footwear Sourcing USA, LLC	MUSHROOMS	United States of America	73/435484	1282610	Jun 19 1984	25	Registered
Footwear Sourcing USA, LLC	MUSHROOMS	United States of America	75/192307	2079455	Jul 15 1997	25	Registered
Footwear Sourcing USA, LLC	MUSHROOMS & Design	United States of America	73/422301	1306051	Nov 20 1984	25	Registered
Footwear Sourcing USA, LLC	MUSHROOMS and Design	United States of America	73/435393	1294406	Sep 11 1984	25	Registered
Footwear Sourcing USA, LLC	MUSHROOMS LITES & Design	United States of America	76/530549			25	Pending
Footwear Sourcing USA, LLC	PHILIPPE BOTTTIER	United States of America	72/187472	783702	Jan 19 1985	25	Registered
Footwear Sourcing USA, LLC	PRESTIGE	United States of America	73/738020	1608311	Jul 5 1988	25	Registered
Footwear Sourcing USA, LLC	PROTEGE	United States of America	73/802129	1576511	Dec 12 1989	25	Registered
Footwear Sourcing USA, LLC	S.R.O.	United States of America	72/271340	851495	Jun 25 1988	25	Registered
Footwear Sourcing USA, LLC	S.R.O.	United States of America	73/541005	1370160	Nov 12 1985	18	Registered
Footwear Sourcing USA, LLC	SRO STANDING ROOM ONLY and Design	United States of America	73/541007	1377373	Jan 7 1986	25	Registered
Footwear Sourcing USA, LLC	ULTIMA SERIES	United States of America	75/764053	2434264	Mar 6 2001	25	Registered

TM- Administrator - PB

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CONFIRMATORY ASSIGNMENT OF TRADEMARK RIGHTS

Amasia International, Ltd., a Massachusetts corporation ("Assignor"), hereby acknowledges that pursuant to the Asset Purchase Agreement by and between Assignor and Footwear Sourcing USA, LLC, a Delaware limited liability company, its successors and assigns, (herein referred to as "Assignee") executed on the date hereof (herein referred to as the "Purchase Agreement"), Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, sold, assigned, transferred, and set over, unto Assignee, Assignor's entire right, title, and interest in, to and under Assignor's common law trademarks and or trade names, all registered trademarks and all applications, registration certificates, renewals, investigations, search reports, histories and other documents pertaining thereto, and any trade dress associated with such common law or registered trademarks and trade names, and any and all claims, demands, causes of action, damages and remedies of every kind recoverable at law or in equity or otherwise from any and every party for any and every infringement of such trademarks and trade names together with the rights to bring and maintain any action for past infringements and for the recovery of damages and fees, and all the good will of the business in connection with which such trademarks and trade names are used and which is appurtenant thereto, and which is symbolized by such trademarks and trade names.

Assignor agrees that Assignee may record this Confirmatory Assignment in the U.S. Patent & Trademark Office and other trademark offices, where it will be open for public inspection.

AMASIA INTERNATIONAL, LTD.

Date: January 29, 2004

By: *Theodore Finn*
Name: Theodore Finn
Its: President

COMMONWEALTH OF MASSACHUSETTS)
) SS: Boston
COUNTY OF SUFFOLK)

On this 29th day of January, 2004, before me personally appeared Theodore Finn to me known, who, being by me duly sworn, did depose and say that he is President of Amasia International, Ltd., the corporation described in and which executed the foregoing instrument, that said instrument was executed with authorization by the managers of said limited liability company, and that he signed his name thereto by like authorization.

[Signature]
Notary Public Neal R. Seane
My Commission Expires: 1/13/07

