

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rugged Apparel, LLC	01/09/2007
RECEIVING PARTY DATA	
Name:	Gordon Brothers Wholesale, LLC
Street Address:	101 Huntington Avenue
Internal Address:	10th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	D494345
Patent Number:	D416380
Patent Number:	D414319
Patent Number:	D363371
Patent Number:	D360065
Patent Number:	D354165
Patent Number:	D354164
CORRESPONDENCE DATA	
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Address Line 2:	Bowditch & Dewey, LLP

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ATTORNEY DOCKET NUMBER:

304766.0001

NAME OF SUBMITTER:

Robin L. Wilkes

Total Attachments: 2

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ASSIGNMENT AGREEMENT

This Agreement is entered into between **Rugged Apparel, LLC** ("ASSIGNOR") a limited liability company operating under the laws of the State of Nevada, and **Gordon Brothers Wholesale, LLC** ("ASSIGNEE") a limited liability company operating under the laws of the State of Delaware, (the parties being hereinafter referred to as the "Party/Parties").

Whereas Rugged Apparel, LLC is the Assignee of the U.S. Patents listed below, copies of which are attached hereto as Exhibit A ("the PATENTS");

U.S. Patent No.:	D494,345
Issue Date:	August 17, 2004
Title:	Shoe
U.S. Patent No.:	D416,380
Issue Date:	November 16, 1999
Title:	Portion of a Shoe Sole
U.S. Patent No.:	D414,319
Issue Date:	September 28, 1999
Title:	Shoe Sole
U.S. Patent No.:	D363,371
Issue Date:	October 24, 1995
Title:	Shoe Sole
U.S. Patent No.:	D360,065
Issue Date:	July 11, 1995
Title:	Shoe Sole
U.S. Patent No.:	D354,165
Issue Date:	January 10, 1995
Title:	Shoe Upper
U.S. Patent No.:	D354,164
Issue Date:	January 19, 1995
Title:	Shoe Upper

Whereas ASSIGNOR desires to transfer, sell and assign its entire interest in the PATENTS to ASSIGNEE;

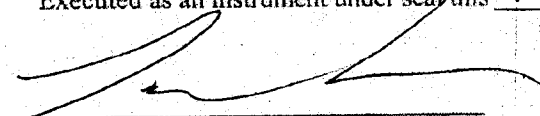
Whereas ASSIGNEE desires to acquire the entire interest in the PATENTS from ASSIGNOR;

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and conveys the entire right, title and interest in, to and under said PATENTS and the inventions therein described and claimed to ASSIGNEE, the same to be held and enjoyed by ASSIGNEE for its own use and for its legal representatives and assigns,

to the full end of the term for which each of said Patents is granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

ASSIGNOR further agrees that it will, without demanding any further consideration therefore, at the request but at the expense of ASSIGNEE, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for obtaining, sustaining, or reissuing said Letters Patent and additional Patents as may be granted from said Patents, and for maintaining and perfecting the right to said Letters Patent. The cost of maintaining the PATENTS to be paid by ASSIGNEE.

Executed as an instrument under seal this 9th day of January, 2007.



Date 1/9/07

Rugged Apparel, LLC
By: Todd Kesselman, manager
Printed Name and Title

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal to the date set forth below.

State/~~Commonwealth~~
of CALIFORNIA
County of Los Angeles

Then personally appeared before me the above-named TODD KESSELMAN
and acknowledged that he executed the foregoing instrument as his free act and deed this
9th day of January, 2007.

(SEAL) Carol Cavella Notary Public

CAROL CAVELLA (print name)

My Commission expires 3/12/09



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