

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Simo Holdings, Inc. as successor-in-interest to No Fear Footwear, Inc.	07/25/2011
RECEIVING PARTY DATA	
Name:	No Fear USA Limited
Street Address:	Unit A, Brook Park East
City:	Shirebrook
State/Country:	UNITED KINGDOM
Postal Code:	NG20 8RY
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D397235
CORRESPONDENCE DATA	
Fax Number: (213)620-1398 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 213.620.1780 Email: uspto-tm-oc@sheppardmullin.com Correspondent Name: Sheppard Mullin Richter & Hampton LLP Address Line 1: 333 S. Hope Street Address Line 2: 48th Floor Address Line 4: Los Angeles, CALIFORNIA 90071	
ATTORNEY DOCKET NUMBER:	28LV-162748
NAME OF SUBMITTER:	Terry Contreras
Total Attachments: 6 source=DOC072911#page1.tif source=DOC072911#page2.tif source=DOC072911#page3.tif source=DOC072911#page4.tif source=DOC072911#page5.tif source=DOC072911#page6.tif	

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**PATENT**  
**REEL: 026675 FRAME: 0439**

## **ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property (the "Assignment") is entered into and made effective as of July 25, 2011 (the "Effective Date"), by and between Simo Holdings, Inc., a California corporation, as successor-in-interest to No Fear Footwear, Inc., a California corporation (the "Assignor") and No Fear USA Limited, an English company (the "Assignee").

**RECITALS:** This Assignment is made with reference to the following facts and objectives:

1. No Fear Retail Stores, Inc., a California corporation, Assignor, and No Fear MX, Inc., a California corporation, (collectively, the "Sellers"), and Brand Holdings Limited ("BHL") entered into that certain Asset Purchase Agreement dated as of July 8, 2011 (as amended, the "Asset Purchase Agreement"), pursuant to which Sellers agreed to sell to BHL or BHL's designee, and BHL or BHL's designee agreed to purchase from Sellers all of Sellers' right, title and interest in and to those assets set forth in the Asset Purchase Agreement (the "Purchased Assets"). The Asset Purchase Agreement includes the sale of certain Assigned Copyrights, Assigned Trademarks, Assigned Patents and other intellectual property, as defined and described in the Asset Purchase Agreement as "Assigned IP", and as described in Section 1.1 and Schedules 1.1(a)(i), 1.1(a)(ii), and 1.1(a)(iii) (collectively, the "Intellectual Property").

2. Assignor desires to assign and Assignee desires to assume all of Assignor's right, title and interest in and to the Intellectual Property on Schedule 1 attached hereto (the "No Fear Footwear Intellectual Property"). Assignee is BHL's designee under the Asset Purchase Agreement.

**AGREEMENT:** Now, therefore, pursuant to the Asset Purchase Agreement and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby sells, assigns, conveys and transfers to Assignee all of Assignor's right, title and interest in, to and under the No Fear Footwear Intellectual Property together with (a) the inventions covered by and disclosed in the No Fear Footwear Intellectual Property; (b) any patent application(s) filed as a continuation, division, or continuation-in-part of any of the No Fear Footwear Intellectual Property, any patents issuing therefrom, and reissues, reexaminations, and extensions of any such patents; (c) any patent application(s) filed in relation to any inventions that are the subject of the invention disclosures within the No Fear Footwear Intellectual Property; (d) any foreign counterpart to the patent(s) and patent application(s) described above (including divisions, continuations, confirmations, additions, renewals, or continuations-in-part of such patent applications), patents issuing therefrom and extensions thereof; (e) all rights and privileges granted and secured thereby, including, without limitation, any resulting trademark registration; (f) all rights in copyrights, including all registered and unregistered copyrights and applications therefor and other rights of authorship and exploitation, mask work rights, and all other rights of a similar nature, literary artistic or other works; (g) all associated common law rights; (h) the goodwill of the business symbolized thereby; (i) the right

to create derivative works of the No Fear Footwear Intellectual Property and to retain full ownership of such derivatives; (j) the right to file and prosecute applications for registration now pending or hereinafter initiated, to protect any rights in the No Fear Footwear Intellectual Property; and (k) all income, royalties, damages, or payments due or payable including, without limitation, all claims for damages as well as the right to seek any and all remedies available at law or in equity by reason of past, present, or future infringement or other unauthorized use of No Fear Footwear Intellectual Property, with the right to sue for and collect such damages.

2. All said right, title and interest shall be held and enjoyed by Assignee, for its use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment of No Fear Footwear Intellectual Property had not been made.


3. Upon Assignee's request, Assignor agrees to promptly take all reasonable actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be necessary to vest, secure, perfect, maintain, protect, or enforce the rights and interests of Assignee in and to the No Fear Footwear Intellectual Property and the right to secure any continuations, divisions, continuations-in-part, reexaminations or extensions associated with the No Fear Footwear Intellectual Property, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment provided, however, that Assignor shall be under no obligation to incur any material cost or expense in connection with their obligations under the Assignment.

Nothing contained herein is intended to or shall be construed to modify, alter, amend, supersede or otherwise change any of the terms, conditions, covenants, warranties, representations or any other provisions of the Asset Purchase Agreement. In the event of any conflict between the terms and conditions hereof and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed on the date first written above.

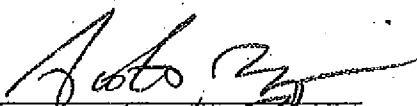
**ASSIGNEE:**  
**NO FEAR USA LIMITED**

By:

  
Name: Neil James Morton  
Title: Director

**ASSIGNOR:**  
**SIMO HOLDINGS, INC.,**  
as successor-in-interest to  
**NO FEAR FOOTWEAR, INC.**

By:

  
Name: Scott Benjamin  
Title: CEO

W02-EAST:7RY11200410293

*Assignment of  
Intellectual Property  
No Fear Footwear*

**Schedule 1**

**Assigned Patents**

**(see attached)**

W02-EAST:7RY1\200410293

*Assignment of  
Intellectual Property  
No Fear Footwear*

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(1 of 1)

**United States Patent**  
**Bouret****D397,235**  
**August 25, 1998****Sport shoe sole****Claims**

The ornamental design for a sport shoe sole, as shown and described.

Inventors: **Bouret; Emile** (Carlsbad, CA)Assignee: **No Fear Footwear, Inc.** (Carlsbad, CA)Appl. No.: **D/055,077**Filed: **May 29, 1996****Current U.S. Class:****D2/951****Current International Class:****0204****Field of Search:****D2/897,902,906,908,914,916,919,946-960,962,964**  
**36/85,101,103,104,106,107,113-115,124,126,127-130,3B,12-**  
**15,22R,25R,3R****References Cited [Referenced By]****U.S. Patent Documents**D336561

June 1993

Hatfield

D357570

April 1995

Parisotto

D364265

November 1995

Murray

2722756

November 1955

Ecclesine

4910887

March 1990

Turner et al.

5319866

June 1994

Foley et al.

*Primary Examiner:* Zarfes; Louis S.*Attorney, Agent or Firm:* Stetina Brunda Garred & Brucker**Description**

FIG. 1 is a rear perspective view of the sport shoe sole of the present invention, including phantom lines orienting the sole with an upper portion of a shoe and forming no part of the claimed design;

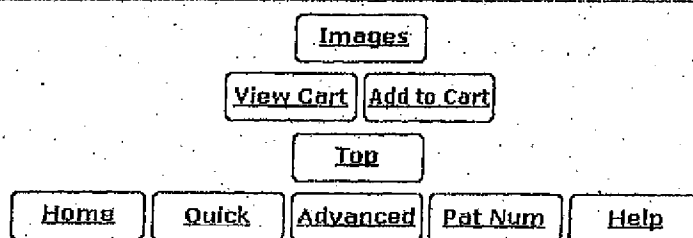
FIG. 2 is a front perspective view thereof, also including phantom lines orienting the sole with an upper portion of a shoe and forming no part of the claimed design; and

FIG. 3 is a bottom plan view thereof;

FIG. 4 is a front end view thereof with the phantom lines depicting solely environmental structure and forming no portion of the claimed design; and,

FIG. 5 is a rear end view thereof with the phantom lines depicting solely environmental structure and forming no part of the claimed design.

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