

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3837073

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SPIRA FOOTWEAR, INC.	02/29/2016
SPIRA BRANDS, INC.	02/29/2016
RECEIVING PARTY DATA	
Name:	SPIRA, INC.
Street Address:	4335 E. VALLEY BLVD
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90032
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6282814
Patent Number:	6665957
Patent Number:	6886274
Patent Number:	6865824
Patent Number:	7219447
Patent Number:	7159338
CORRESPONDENCE DATA	
Fax Number:	(949)720-0182
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	949-224-6263
Email:	IPDocket@Buchalter.com
Correspondent Name:	DEENA HOCHMUTH
Address Line 1:	18400 VON KARMAN AVE., SUITE 800
Address Line 4:	IRVINE, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	S5949-0002
NAME OF SUBMITTER:	PHILIP L. NULUD
SIGNATURE:	/Philip L. Nulud/
DATE SIGNED:	04/19/2016

Total Attachments: 6

source=UpdatedAssignmentforSpira#page1.tif

source=UpdatedAssignmentforSpira#page2.tif

source=UpdatedAssignmentforSpira#page3.tif

source=UpdatedAssignmentforSpira#page4.tif

source=UpdatedAssignmentforSpira#page5.tif

source=UpdatedAssignmentforSpira#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS Spira Footwear, Inc., and/or Spira Brands, Inc. (together collectively "Assignor"), owns, has used in its business and/or has rights, title and/or interest in certain intellectual property, including all related goodwill and certain applications and registrations thereof;

WHEREAS Assignor owns the domain names and social media accounts identified in EXHIBIT A, attached hereto and incorporated by this reference (hereinafter the "Intellectual Property") and the trademarks, trademark applications and trademark registrations identified in EXHIBIT A hereto, and the goodwill symbolized by the trademarks and all common law rights thereto, (hereinafter "Marks"); as well as the entire right, title and interest, in and for the United States and all foreign countries, in and to any and all inventions disclosed in the patents identified in EXHIBIT A hereto, (hereinafter "Patents");

WHEREAS Assignor and Spira, Inc., a California corporation ("Assignee") entered into that certain Asset Purchase Agreement dated February [enter], 2016 related to, among other things, the Intellectual Property and the Marks and the Patents; and

WHEREAS Assignee desires to acquire by formal, recordable assignment the entire right, title and interest in and to the Intellectual Property and the Marks, as well as the goodwill symbolized by the Marks;

WHEREAS Assignor hereby sells, assigns, transfers and set over to Assignee, the entire right, title and interest, in and for the United States and all foreign countries, in and to any and all inventions disclosed in the Patents, in and to said registrations, applications and any and all non-provisional, divisional, continuing, substitute, renewal, reissue, re-examination, extensions, certificates, and all other applications or registrations for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions or to which the benefits of the priority date of said application is or will be claimed; and in and to all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said inventions including all rights under the International Convention for the Protection of Industrial Property to be held and enjoyed by Assignee for its own use and the use of its successors, legal representatives and assigns to the full term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had the assignment not been made;

WHEREAS Assignor agrees that Assignee may apply for and receive Letters Patent in the United States or any other countries for said inventions in its own name;

WHEREAS Assignor agrees that, at the request of the Assignee and, without charge to but at the expense of said Assignee, Assignor will carry out in good faith the intent and purpose of this Assignment; execute forms and documents for all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to Assignee all facts known to the undersigned relating to said inventions and the history thereof; and generally do everything possible which Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions, and all applications for patents and all patents on inventions in said Assignee;

WHEREAS Assignor hereby requests the Commissioner of Patents to issue any Letters Patent of the United States to Assignee as the assignee of said inventions and Letters Patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns;

WHEREAS the Assignor agrees to execute any and all documents necessary to protect the Assignee's claim of right in and to the Intellectual Property and the Marks and the Patents; and

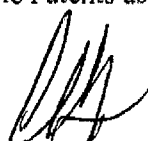
WHEREAS the parties desire to memorialize the assignment of the Intellectual Property and the Marks together with the goodwill of the business symbolized therein and all common law rights relating thereto, and all rights to recover for past infringement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sell, assign and transfer to Assignee all right title and interest in and to the Intellectual Property and the Marks and the Patents, together with the goodwill symbolized by the Marks, and all common law rights relating thereto.

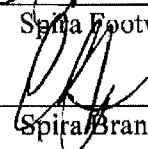
Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, they and their legal representative(s) and assigns will do all lawful act, to effect the transfer of the Intellectual Property and the Marks and the Patents as set forth herein.

AGREED TO AND ACCEPTED BY ASSIGNOR:

Dated: 2-29-16

By: 
Spira Footwear, Inc.

Dated: 2-29-16

By: 
Spira Brands, Inc.

AGREED TO AND ACCEPTED BY ASSIGNEE:

Dated: MAR-24-16


By: 
Spira, Inc.

EXHIBIT A

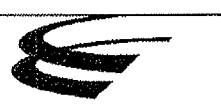



Intellectual Property

Domain Names and Social Media Accounts

<u>Account</u>	<u>Login</u>	<u>Password</u>
Facebook Account		
Twitter Account		
Instagram Account		
YouTube Account		
ARTANDSOLED.COM	GoDaddy Customer # 19363198	
SPIRA.COM	GoDaddy Customer # 19363198	
SPIRAATHLETICS.COM	GoDaddy Customer # 19363198	
SPIRABASKETBALL.COM	GoDaddy Customer # 19363198	
SPIRABASKETBALL.TV	GoDaddy Customer # 19363198	
SPIRABLOG.COM	GoDaddy Customer # 19363198	
SPIRACHEER.COM	GoDaddy Customer # 19363198	
SPIRADANCE.COM	GoDaddy Customer # 19363198	
SPIRAFOOTWEAR.COM	GoDaddy Customer # 19363198	
SPIRAFOOTWEAR.ORG	GoDaddy Customer # 19363198	
SPIRAFOOTWEARSTORE. COM	GoDaddy Customer # 19363198	
SPIRAFOOTWEARSTORE. COM	GoDaddy Customer # 19363198	
SPIRARACING.COM	GoDaddy Customer # 19363198	
SPIRARESOURCES.COM	GoDaddy Customer # 19363198	

SPIRARUNNING.COM	GoDaddy Customer # 19363198	
SPIRARUNNING.ORG	GoDaddy Customer # 19363198	
SPIRASHOES.COM	GoDaddy Customer # 19363198	
SPIRASHOES.TV	GoDaddy Customer # 19363198	
SPIRASTORE.COM	GoDaddy Customer # 19363198	
SPIRAWAVESPRING.COM	GoDaddy Customer # 19363198	
SPIRAWORLDSFASTEST10K.COM	GoDaddy Customer # 19363198	
TATTUDES.COM	GoDaddy Customer # 19363198	
WORLDSFASTEST10K.COM	GoDaddy Customer # 19363198	
THESPIRASTORE.COM	GoDaddy Customer # 19363198	

Marks

Country	Application No.	Trademark No.	Filing Date	Issue Date	Mark
CANADA	706829	706829	2/6/2004	2nt2008	
EUROPEAN COMMUNITY TRADEMARK	3603545	3603545	1/8/2004	1/8/2014	
U.S.	76671168	3,724,079	1/9/2007	12/15/2009	
U.S.	78249256	3,194,847	5/13/2003	1/2/2007	
U.S.	76407969	2,796,812	5/14/2002	12/23/2003	WAVESPRING

INDIA	2398858	Pending	9/18/2012	Pending	SPIRA
-------	---------	---------	-----------	---------	-------

Common Law Marks

SPIRA
SPIRA FOOTWEAR
WAVESPRING



Patents

Country	Application No.	Patent No.	Title	Type
USA	09419330	6282814	Spring Cushioned Shoe	Utility
USA	09982250	6665957	Fluid Flow System for Spring-Cushioned Shoe	Utility
USA	10370638	6886274	Spring Cushioned Shoe	Utility
USA	10436935	6865824	Fluid Flow System for Spring-Cushioned Shoe	Utility
USA	11047445	7219447	Spring Cushioned Shoe	Utility
USA	11047446	7159338	Fluid Flow System for Spring-Cushioned Shoe	Utility
Australia	20000044953	773495	Spring Cushioned Shoe	Utility
Canada	20002371823	2371823	Spring Cushioned Shoe	Utility
Japan	20000614836	4505148	Spring Cushioned Shoe	Utility
Europe	00926423.5	1198185	Spring Cushioned Shoe	Utility
Mexico	PA/a/2001/010979	264677	Spring Cushioned Shoe	Utility