

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4210498

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>SEQUENCE:</b>	1	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	NINE WEST DEVELOPMENT LLC	12/30/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	EASY SPIRIT LLC	
<b>Street Address:</b>	777 W. PUTNAM AVENUE	
<b>City:</b>	GREENWICH	
<b>State/Country:</b>	CONNECTICUT	
<b>Postal Code:</b>	06830	
<b>PROPERTY NUMBERS Total: 9</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	5765296	
Patent Number:	D543680	
Patent Number:	D530896	
Patent Number:	8393092	
Patent Number:	8793902	
Patent Number:	D746559	
Patent Number:	6199304	
Application Number:	29481071	
Application Number:	29525880	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(646)783-3653	
<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>		
<b>Phone:</b>	6467833653	
<b>Email:</b>	dsaunders@wkbllp.com	
<b>Correspondent Name:</b>	DARREN W. SAUNDERS	
<b>Address Line 1:</b>	200 PARK AVENUE, SUITE 1745	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166	
<b>NAME OF SUBMITTER:</b>	DARREN W. SAUNDERS	

<b>SIGNATURE:</b>	/Darren W. Saunders/
<b>DATE SIGNED:</b>	01/04/2017
<b>Total Attachments: 5</b> source=15. FINAL Patent Assignment#page1.tif source=15. FINAL Patent Assignment#page2.tif source=15. FINAL Patent Assignment#page3.tif source=15. FINAL Patent Assignment#page4.tif source=15. FINAL Patent Assignment#page5.tif	

**PATENT ASSIGNMENT AGREEMENT**

This PATENT ASSIGNMENT AGREEMENT (this “Assignment”), is entered into as of December 30, 2016 by and between Nine West Development LLC, a Delaware limited liability company (“Assignor”) and Easy Spirit LLC, a Delaware limited liability company (the “Assignee”).

WHEREAS, Assignor is a wholly-owned subsidiary of Nine West Holdings, Inc., a Delaware corporation (“Seller”) and a Selling Subsidiary (as such term is defined in the Purchase Agreement (as defined below));

WHEREAS, Seller, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the “Purchase Agreement”), providing, subject to the terms and conditions set forth therein, effective as of the Closing, for the sale, transfer, assignment, conveyance and delivery by Seller and the Selling Subsidiaries (as such term is defined in the Purchase Agreement) to Assignee of all of Seller’s and the Selling Subsidiaries’ right, title and interest in and to all Transferred Intellectual Property (as such term is defined in the Purchase Agreement), on the terms set forth in the Purchase Agreement;

WHEREAS, this Assignment is being executed and delivered by the parties hereto contemporaneously with the Closing under the Purchase Agreement;

WHEREAS, the Transferred Intellectual Property includes the patents and patent applications identified on the attached Schedule A (the “Assigned Patents”); and

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Patents identified on Schedule A.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, free and clear of all Encumbrances (other than pursuant to the Assigned Contracts), (a) all of Assignor’s worldwide right, title and interest in and to the Assigned Patents, including, without limitation, (i) any patents issuing on any patent application included in the Assigned Patents, and (ii) any reissues, reexaminations, continuations, continuations in part (but only with respect to the subject matter disclosed in the Assigned Patents), divisionals, requests for continuing examinations or continuing prosecution applications, or design registrations of the foregoing, effective as of the date hereof; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and

assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement of any of the foregoing, and all income, royalties or payments due or payable as of the date hereof or hereafter in respect of any of the foregoing, in each case, effective as of the date hereof.

3. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Patents, and to issue any and all Assigned Patents to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Patents. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Patents.

4. Governing Law. All issues and questions concerning the formation, existence, termination, construction, validity, enforcement and interpretation of this Assignment will be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Such counterparts may be delivered in electronic format (including by fax and electronic mail).

6. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

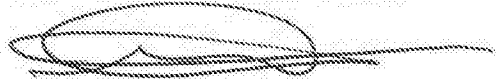
7. Further Assurances. Without further consideration, at Assignee's reasonable request, Assignor agrees, for itself and its successors and assigns, to promptly execute and deliver, or promptly cause to be executed and delivered, all such further documents or perform such acts as Assignee may reasonably request (including executing, acknowledging and delivering to Assignee such further assurances, deeds, assignments, powers of attorney, bills of sale, consents and other instruments and documents as Assignee may reasonably request) in order to more fully consummate the transactions contemplated herein and in order to more effectively vest, transfer, and confirm the right, title and interest of Assignee in the Assigned Patents.

*[Remainder of page intentionally left blank; signature page to follow.]*

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

NINE WEST DEVELOPMENT LLC



By: \_\_\_\_\_

Name: Ralph A. Schipani

Title: President

*[Signature Page to Patent Assignment Agreement]*

ASSIGNEE:

EASY SPIRIT LLC

By: 

Name: Marc B. Fisher

Title: Managing Member

## SCHEDULE A

### Assigned Patents

Application Title	Country	Application No.	Application Date	Patent No.	Issue Date	Status
EXERCISE SHOE HAVING FIT ADAPTIVE UPPER (WALK RUN WALK -1)	Canada	2226707	1/13/1998	2226707	7/10/2001	Granted
SHOE	Canada	157960	7/30/2014	157,960	3/17/2016	Granted
SOLE	China	2.0143E+11	7/31/2014	ZL201430265219.5	1/21/2015	Granted
SOLE	Hong Kong	1401415.7M	7/31/2014	1401415.7M001	7/31/2014	Granted
SOLE	Hong Kong	1401451.7M	7/31/2014	1401415.7M002	7/31/2014	Granted
SOLE	Hong Kong	1401415.7M	7/31/2014	1401415.7M003	7/31/2014	Granted
SOLE	Hong Kong	1401415.7M	7/31/2014	1401415.7M004	7/31/2014	Granted
SOLE	Israel	55870	7/30/2014	D55870	8/8/2016	Granted
EXERCISE SHOE HAVING FIT ADAPTIVE UPPER (WALK RUN WALK -1)	Japan	1998-016818	1/29/1998	3236811	9/28/2001	Granted
PORTION OF FOOTWEAR	Taiwan	103304513	7/31/2014	D172749	1/1/2016	Granted
EXERCISE SHOE HAVING FIT ADAPTIVE UPPER (WALK RUN WALK -1)	United Kingdom	9800836	1/15/1998	2321584	5/2/2001	Granted
EXERCISE SHOE HAVING FIT ADAPTIVE UPPER (WALK RUN WALK -1)	US	08/791,995	1/31/1997	5,765,296	6/16/1998	Granted
FOOTBED	US	29/248,010	7/25/2006	D543,680	6/5/2007	Granted
FOOTBED AND FOREPART THEREOF	US	29/198,893	2/6/2004	D530,896	10/31/2006	Granted
FOOTBED SYSTEM AND FOOTWEAR CONSTRUCTION	US	12/582,338	10/20/2009	8393092	3/12/2013	Granted
FOOTWEAR HAVING WATERPROOF VAPOR-PERMEABLE SOLE AND SOCKLINER FOR SAME	US	13/004,002	1/10/2011	8793902	8/5/2014	Granted
FOOTWEAR SOLE	US	29/465,232	8/26/2013	D746559	1/5/2016	Granted
SOCKLINER	US	09/314,724	5/18/1999	6,199,304	3/13/2001	Granted
SOLE	US	29/481,071	1/31/2014			Pending
SOLE FOR FOOTWEAR	US	29/525,880	5/4/2015			Pending

**PATENT**

**RECORDED: 01/04/2017**

**REEL: 040846 FRAME: 0873**