

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5276001

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ONE CLIQUE INC.	12/03/2018
RECEIVING PARTY DATA	
Name:	MDL REALTY, LLC
Street Address:	39 TALCOTT ROAD
City:	RYE BROOK
State/Country:	NEW YORK
Postal Code:	10573
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9215909
CORRESPONDENCE DATA	
Fax Number:	(860)275-8299
<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:	860-275-8285
Email:	jscheib@rc.com
Correspondent Name:	JACQUELINE P. SCHEIB
Address Line 1:	280 TRUMBULL STREET
Address Line 2:	ROBINSON & COLE LLP
Address Line 4:	HARTFORD, CONNECTICUT 06103
NAME OF SUBMITTER:	JACQUELINE P. SCHEIB
SIGNATURE:	/Jacqueline P. Scheib/
DATE SIGNED:	12/11/2018
Total Attachments: 9	
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ASSIGNMENT IN LIEU OF SECURED PARTY SALE

THIS ASSIGNMENT IN LIEU OF SECURED PARTY SALE, dated as of December 3, 2018 (the "Agreement"), is executed by and between One Clique Inc., a Delaware corporation ("Assignor"), and MDL Realty, LLC, a New York limited liability company (the "Assignee").

RECITALS:

A. Assignor issued a Secured Grid Promissory Note, dated as of September 1, 2016, to Columbia Elevator Products Company, Inc., a New York corporation ("Columbia Elevator"), in the original principal amount of up to [REDACTED] (the "Note").

B. Columbia Elevator assigned the Note to Assignee, and Assignee agreed to assume the Note, pursuant to an Assignment and Assumption of Note, dated as of January 22, 2018, by and between Columbia Elevator and Assignee.

C. Pursuant to the Note, Assignor granted to Assignee (as holder of the Note) a lien on and security interest in all of Assignor's personal and fixture property, whether then owned or thereafter acquired, and wherever located (the "Collateral"), to secure Assignor's obligations under the Note (the "Obligations"), including, without limitation, Assignor's interests in the intellectual property set forth on Exhibit A attached hereto (the "Assigned IP") and Assignor's interests in the inventory set forth on Exhibit B attached hereto (the "Assigned Goods" and, together with the Assigned IP, collectively, the "Assigned Collateral").

D. [REDACTED]

E. [REDACTED]

F. [REDACTED]

G. [REDACTED]

H. In order to avoid the additional legal and other expenses that would be incurred if Assignee conducted a secured party sale of the Collateral under the Note, Assignor desires to assign and transfer the Assigned Collateral to Assignee, and Assignee desires to assume the same, under the terms and conditions set forth herein, in lieu of a secured party sale.

I. This Agreement is without derogation to Assignee's right to conduct a secured party sale of any or all of the Collateral covered by the Note, at any time that Assignee deems necessary or appropriate, for the remaining balance of the Obligations.

J. Capitalized terms not defined herein shall have the meaning ascribed to them in the Note.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including, without limitation, the costs and expenses of a secured party sale hereby avoided, which Assignee is entitled to incur and charge to Assignor, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, all of Assignor's right, title and interest in and to the Assigned Collateral, effective the date hereof (the "Effective Date").

2. Assumption. Assignee hereby accepts the assignment set forth in Section 1 of this Agreement.

3. Representations and Warranties of Assignor. The Assignor hereby represents and warrants to Assignee as follows:

(a) Organization. The Assignor is duly organized and validly exists as a corporation organized and in good standing under the laws of the State of Delaware. The Assignor has the requisite power and authority and legal right to execute and deliver, engage in the transactions contemplated by, and perform and observe the terms and conditions of, this Agreement.

(b) Authority. This Agreement has been duly and validly authorized, executed and delivered by Assignor, and assuming the due authorization, execution and delivery hereof by Assignee, this Agreement constitutes the valid, legal and binding agreement of the Assignor, enforceable in accordance with its terms, except as such enforcement may be limited by laws relating to bankruptcy, insolvency, reorganization, receivership or moratorium or other laws relating to or affecting the rights of creditors generally and by general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.

(c) Governmental Consents. No consent, approval, authorization or order of, registration or filing with, or notice to, any governmental authority or court is required for the execution, delivery and performance of or compliance by the Assignor with this Agreement, or the consummation by the Assignor of any transaction contemplated hereby, other than such consents, approvals, authorizations, qualifications, registrations, filings or notices as have been obtained.

(d) No Conflict. The execution, delivery or performance of this Agreement by the Assignor, does not conflict or will not conflict with, result or will result in a breach of, or constitute or will constitute a default under (i) any term or provision of Assignor's certificate of incorporation or bylaws, (ii) any material term or provision of any material agreement, contract, instrument or indenture to which the Assignor is a party or by which it or any of its assets is bound or results in the creation or imposition of any lien, charge or encumbrance upon any of its property pursuant to the terms of any such indenture, mortgage, contract or other instrument,

other than pursuant to this Agreement or (iii) any law, rule, regulation, order, judgment, writ, injunction or decree of any court or governmental authority having jurisdiction over the Assignor or its assets.

(e) Litigation. There are no actions or proceedings against, or investigations of, the Assignor pending or, to the Assignor's knowledge, threatened in writing against the Assignor before any court, administrative agency or other tribunal, the outcome of which could reasonably be expected to materially and adversely affect the execution or delivery by, or enforceability against, the Assignor of this Agreement or have an effect on the financial condition of the Assignor that would materially and adversely affect the ability of the Assignor to perform its obligations under this Agreement.

(f) Ownership of Assigned Collateral. Assignor is the record and beneficial owner of the Assigned Collateral. Upon transfer to Assignee of the Assigned Collateral, the Assignee will be the absolute owner of such Assigned Collateral free and clear of all liens, charges, pledges, defects, security interests, claims, options, restrictions or adverse claims of any nature whatsoever. Since the date of the Note, the Assignor has not assigned, transferred or otherwise conveyed any Assigned Collateral at any time acquired or held by Assignor.

4. Indemnification. The Assignor hereby covenants and agrees to pay, indemnify, and hold the Assignee and its successors and assigns, harmless from and against any and all out-of-pocket liabilities, costs, expenses or disbursements of any kind or nature whatsoever arising in connection with any claim or litigation by any person resulting from the execution, delivery, enforcement, performance and administration of this Agreement or in any respect relating to the Assigned Collateral.

5. Notices. All notices and other communications given to any party hereto pursuant to this Note shall be in writing and shall be hand delivered, or sent either by (a) an overnight express courier service that provides written confirmation of delivery, or (b) electronic mail transmission (provided that a confirming copy is sent by overnight express courier service that provides written confirmation of delivery), addressed as follows:

If to the Assignor: One Clique, Inc.
c/o Sandra Saccullo
18 West 69th Street, Apt 5B
New York, NY 10023

If to the Assignee: MDL Realty, LLC
39 Talcott Road
Rye Brook, NY 10573

6. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any related documents referred to in this Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Agreement applicable to such party.

(b) Amendments and Waivers. Except as otherwise expressly set forth in this Agreement, any term of this Agreement may only be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the parties. Any amendment or waiver effected in accordance with this Section shall be binding upon each of the parties. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

(c) Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

(d) Headings. The headings of the sections, subsections, and paragraphs of this Agreement have been added for convenience only and shall not be deemed to be a part of this Agreement.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof.

(f) Governing Law. This Agreement and all related documents shall, in all respects, be governed by the laws of the State of New York applicable to agreements executed and to be wholly performed within the State of New York. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail.

(g) Successors and Assigns. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, executors and administrators of the parties hereto.

(h) Jurisdiction. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New York in any suit, action or proceeding in connection with enforcement of this Agreement.

(i) Additional Documents. Each of the parties hereto shall execute and deliver any and all additional documents, instruments and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their respective obligations hereunder and to carry out the intent of the parties hereto to the extent such obligations are applicable to such party.

(j) Advice of Counsel. The parties hereto have relied upon the advice of their respective attorneys in accepting the terms and conditions of this Agreement. In entering into

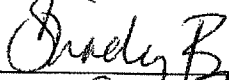
this Agreement, the parties hereto agree that it is a fair and equitable agreement and freely and knowingly, after due consideration, enter into this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first set forth above.


ASSIGNOR:

ONE CLIQUE INC.

By: 
Name: Sandy Bassin Saccento
Title: President

ASSIGNEE:

MDL REALTY, LLC

By: 
Name: LJ Blalotta
Title: Member

[Assignment in Lieu of Secured Party Sale]

Exhibit A

Assigned IP

U.S. Issued Patent

Title	Patent No.	Issue Date
Footwear with Interchangeable Heel Components	9,215,909	December 22, 2015

Canadian Issued Patent

Title	Patent No.	Issue Date
Footwear with Interchangeable Heel Components	CA 2829639	May 3, 2016

European Patent Application

Title	Patent Application No.	Filing Date
Footwear with Interchangeable Heel Components	EP 2793633	March 26, 2013

Chinese Issued Patent[s]

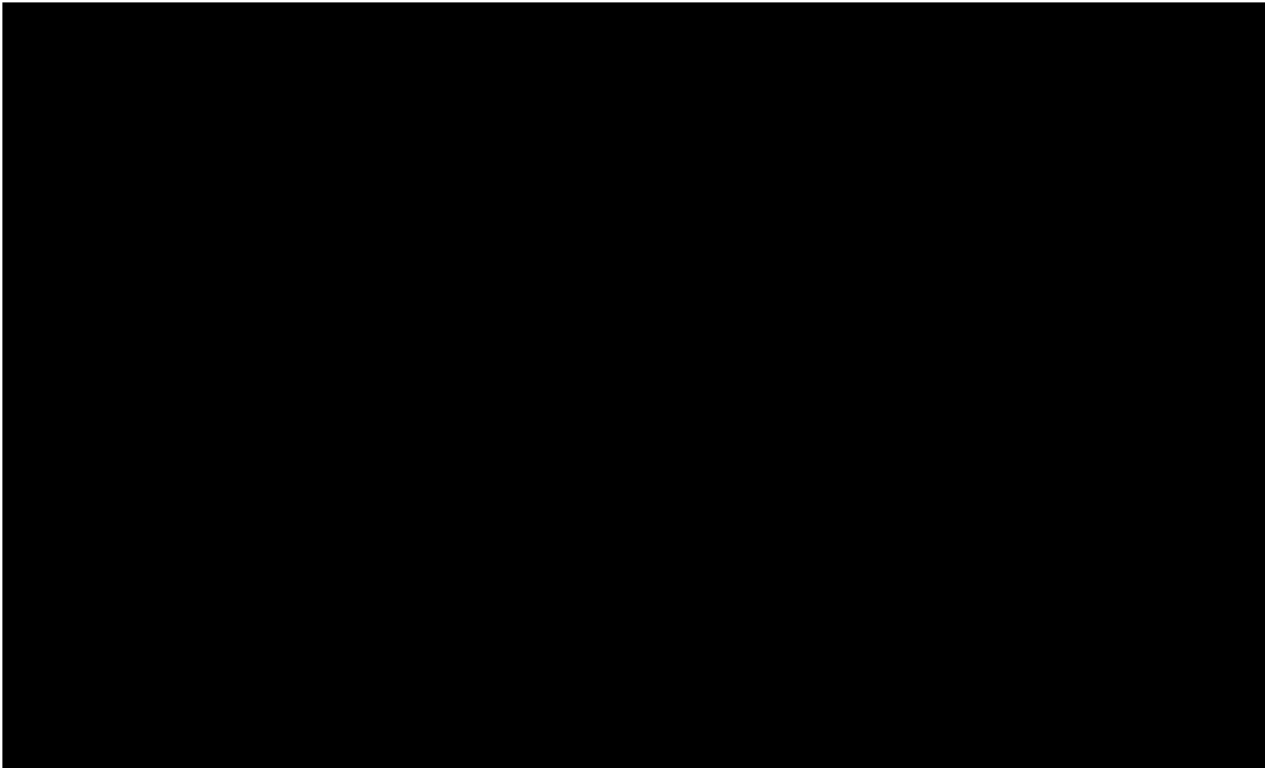
Title	Patent No.	Issue Date
Footwear with Interchangeable Heel Components	CN 103957737	September 11, 2016

Exhibit B

Assigned Goods

- 1) All inventory and goods owned by Assignor and located at 380 Horace Street, Bridgeport, CT 06610 as of the Effective Date.
- 2) All Tooling owned by the Assignor and located at TDL Asia Pacific, LTD, China as of the Effective Date.
- 3) All US Trademarks associated with the One Clique brand registered with the US PTO.
- 4) Any/all Domains and/or Domain Name Registrations

REDACTED



REDACTED

