

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340828

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Incorrect entity type of Assignor of Delaware not Pennsylvania & Entity Type of Assignee as Corp. not Limited Liability Company previously recorded on Reel 005063 Frame 0183. Assignor(s) hereby confirms the Trademark Assignment.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penguin Brands, Inc.		06/28/2013	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Implus Footcare, LLC		
Street Address:	2001 TW Alexander Drive, Box 13925		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3812369	PENGUIN	
Registration Number:	3754789	PENGUIN	
Registration Number:	3118692	PENGUIN	
Registration Number:	2981774	FRESH TWIST	
Registration Number:	2558893	PRO ARC ADAPTABLE REPLACEMENT CLEATS	
Registration Number:	1386413	TECTRON	
CORRESPONDENCE DATA			
Fax Number:	7038367419		
<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>			
Email:	bryce.maynard@bipc.com		
Correspondent Name:	Bryce J. Maynard		
Address Line 1:	1737 King Street, Suite 500		
Address Line 4:	Alexandria, VIRGINIA 22314-2727		
ATTORNEY DOCKET NUMBER:	0045259-000268		
NAME OF SUBMITTER:	Bryce J. Maynard		

OP \$165.00 3812369

SIGNATURE:	/Bryce J. Maynard/
DATE SIGNED:	05/11/2015
Total Attachments: 9 source=previous incorrect assign#page1.tif source=previous incorrect assign#page2.tif source=previous incorrect assign#page3.tif source=previous incorrect assign#page4.tif source=previous incorrect assign#page5.tif source=previous incorrect assign#page6.tif source=previous incorrect assign#page7.tif source=previous incorrect assign#page8.tif source=previous incorrect assign#page9.tif	

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Penguin Brands, Inc.		06/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Implus Footcare, LLC
Street Address:	2001 TW Alexander Drive, Box 13925
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27709
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
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Registration Number:	2981774	FRESH TWIST
Registration Number:	2558893	PRO ARC ADAPTABLE REPLACEMENT CLEATS
Registration Number:	1386413	TECTRON

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: bryce.maynard@bipc.com
 Correspondent Name: Bryce J. Maynard
 Address Line 1: 1737 King Street Suite 500
 Address Line 2: Buchanan Ingersoll & Rooney PC
 Address Line 4: Alexandria, VIRGINIA 22314

OP \$165.00 3812369

NAME OF SUBMITTER:	Bryce J. Maynard
Signature:	/Bryce J. Maynard/
Date:	07/03/2013
Total Attachments: 7 source=Implus Assignment#page1.tif source=Implus Assignment#page2.tif source=Implus Assignment#page3.tif source=Implus Assignment#page4.tif source=Implus Assignment#page5.tif source=Implus Assignment#page6.tif source=Implus Assignment#page7.tif	

IP ASSIGNMENT (TRADEMARK)

TRADEMARK ASSIGNMENT

This Trademark Assignment agreement ("Assignment") is entered into as of June 28, 2013, between Penguin Brands, Inc. a Pennsylvania corporation ("Assignor"), and Implus Footcare, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 14, 2013, by and among, inter alia, Assignor and Assignee (the "Purchase Agreement"), wherein Assignor agreed to sell and assign certain intellectual property assets, including registered and common law trademarks, to Assignee; and

WHEREAS, Assignor and Assignee desire to memorialize Assignee's acquisition of all of Assignor's right, title and interest in, to and under the registered and common law trademarks assigned pursuant to the Purchase Agreement, including those identified in Exhibit A, attached hereto (the "Transferred Assets").

FOR GOOD AND VALUABLE CONSIDERATION set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree and confirm that:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the Transferred Assets, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto and all other rights associated with the portion of the ongoing and existing business to which the marks pertain, as set forth in the Purchase Agreement; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including without limitation the right to recover damages, for any past, present, or future infringement, misappropriation, dilution and/or other unauthorized use of the Transferred Assets.

2. Assignor hereby agrees to execute, acknowledge and deliver any and all further documents and to take such other and further actions as Assignee, in its reasonable discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Transferred Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Transferred Assets, including without limitation, filing assignment documents in recordable form with any and all government agencies.

3. Assignor hereby authorizes and requests the U.S. Patents and Trademark Office and any corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Transferred Assets.

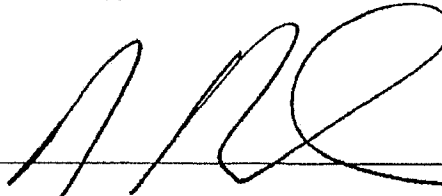
4. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands having fully read the above and fully understanding the contents and/or provisions thereof.

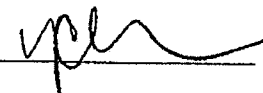
PENGUIN BRANDS, Inc.

By: 
Name: Jon Reichlin
Title: President and Chairman

COMMONWEALTH
OF PENNSYLVANIA)
COUNTY OF Philadelphia) SS.

On this 26th day of June, 2013 there appeared before me Jon Reichlin, personally known to me, who acknowledged that he or she signed the foregoing Assignment Agreement as his or her voluntary act and deed on behalf and with full authority of **PENGUIN BRANDS, INC.**

WITNESS my hand and official seal.

Signature  (Seal)

My ~~commission expires~~
NOTARIAL SEAL
YOON C LEE
Notary Public
PHILADELPHIA CITY, PHILADELPHIA CNTY
My Commission Expires Jun 29, 2014

IMPLUS FOOTCARE, LLC

By: _____

Name: Seth Richards

Title: CEO

STATE OF NORTH CAROLINA)

) SS.

COUNTY OF Durham)

On this 28th day of June, 2013 there appeared before me Seth Richards, personally known to me, who acknowledged that he or she signed the foregoing Assignment Agreement as his or her voluntary act and deed on behalf and with full authority of IMPLUS FOOTCARE, LLC

WITNESS my hand and official seal.

Signature Brian W. Gaunt (Seal)

My commission expires 11/05/17

TRADEMARK

REEL: 005513 FRAME: 0595



EXHIBIT A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

1. **United States Trademarks**

A. **Trademark Registrations**

Mark	Registration No.	Registration Date
"PENGUIN"	3,812,369	07/06/2010
"PENGUIN"	3,754,789	03/02/2010
"PENGUIN" [and Penguin Design] 	3,118,692	07/25/2006
"FRESH TWIST"	2,981,774	08/02/2005
"PRO ARC ADAPTABLE REPLACEMENT CLEATS" [and Oval Design] 	2,558,893	04/09/2002
"TECTRON"	1,386,413	03/18/1986

2. **International Trademarks**

A. **Trademark Registrations**

Jurisdiction	Mark	Registration No.	Registration Date
Australia	"PENGUIN"	1140942	10/16/2006
Canada	"PENGUIN"	745949	8/24/2009
European Union	"PENGUIN"	005369641	09/10/2007
European Union	"PENGUIN" Logo	000009290	10/20/1998
New Zealand	"PENGUIN"	757143	07/12/2007
South Korea	"PENGUIN"	4006806670000	10/04/2006

B. **Pending Trademark Applications**

Jurisdiction	Mark	Application No.	Filing Date
Japan	"PENGUIN"	2005-044954	5/23/2005
Japan	"PENGUIN"	2005-076778	8/27/2005