

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Onlineshoes.com Inc.		04/20/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Wolverine Outdoors, Inc.		
Street Address:	9341 Courtland Dr. NE		
City:	Rockford		
State/Country:	MICHIGAN		
Postal Code:	49351		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4263330	ONLINESHOES	
Registration Number:	2936161	THE SHOE ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	616-752-2797		
Email:	trademarks@wnj.com		
Correspondent Name:	Amber M. Underhill		
Address Line 1:	150 Ottawa Ave. NW, Suite 1500		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
NAME OF SUBMITTER:	Raquel M. VanOeveren		
SIGNATURE:	/Raquel M. VanOeveren/		
DATE SIGNED:	06/21/2022		
Total Attachments: 10			
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Wolverine Bill of Sale

This Bill of Sale is made and given in connection with that certain King County, Washington Superior Court Order (Case No. 17-2-02462-7SEA) dated April 3, 2017, and that certain Asset Purchase and Sale Agreement (“**Agreement**”) by and between **Shoes.com, Inc.**, and **Onlineshoes.com Inc.**, by and through Oswego Group LLC, their duly appointed Receiver (together, “**Sellers**”), and **Wolverine Outdoors, Inc.**, or its affiliated designee (“**Buyer**”).

1. Transfer. Sellers hereby transfer and assign to Buyer (“**Buyer**”) Sellers’ entire interest in the Intellectual Property Rights, as that term is defined in the Agreement, including, without limitation, all customer lists of Sellers within their possession, inclusive of the customer lists for www.shoes.com and www.onlineshoes.com, all related contractual rights and all of Sellers’ licenses, permits, registrations and other governmental authorizations, together with all applications for governmental authorizations relating to the Intellectual Property Rights (collectively, the “**Purchased Assets**”).

2. No Warranties. Buyer acknowledges that Sellers make no representation or warranty with respect to the Purchased Assets, except as specifically set forth in the Agreement, and Buyer accepts the Purchased Assets subject to, without limitation, Section 4 of the Agreement.

3. Attachments. Any exhibits, schedules, or other attachments attached to or referenced in this Bill of Sale are part of this Bill of Sale.

4. Governing Law. This Bill of Sale is governed by the laws of the State of Washington, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Bill of Sale.

5. Venue. Any action, suit, or proceeding arising out of the subject matter of this Bill of Sale will be litigated in courts located in King County, Washington. Each party consents and submits to the jurisdiction of any local, state, or federal court located in King County, Washington.

6. Attorney’s Fees. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Bill of Sale, or otherwise in connection with the subject matter of this Bill of Sale, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party’s reasonable attorney’s fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

7. Buyer’s Acceptance. Buyer accepts the Purchased Assets subject to the terms and conditions in this Bill of Sale.

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ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (“**Agreement**”), dated as of April 3, 2017, is executed by and among **TIGER CAPITAL GROUP, LLC**, a limited liability company organized under the laws of Massachusetts or its affiliated designee (“**Tiger**”), **WOLVERINE OUTDOORS, INC.**, a Michigan corporation (“**Wolverine**”); Tiger and Wolverine are collectively referred to herein as “**Buyer**”), **ONLINESHOES.COM INC.**, a Washington corporation, and **SHOES.COM, INC.**, a Delaware corporation, acting by and through their Receiver (together, “**Sellers**”). Buyer and Sellers are sometimes individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, Sellers operated online retail sales businesses, generally focused on the sale of men’s and women’s quality dress, casual and athletic footwear into the United States market from their headquarters in Seattle, Washington (the “**Business**”);

WHEREAS, Sellers desire to sell, transfer, convey, assign and deliver the Purchased Assets (as defined below) and to assign the Assumed Liabilities (as defined below), and Buyer desires to purchase, take delivery of, and assume such Purchased Assets and Assumed Liabilities, upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, on February 2, 2017 (the “**Receivership Date**”), a receivership action was commenced against Sellers (the “**Receivership Case**”) captioned *Wells Fargo Bank, National Association v. Onlineshoes.com Inc., and Shoes.com, Inc.* (Case No. 17-2-02462-7SEA), pending in the Superior Court for King County, Washington (the “**Superior Court**”). Pursuant to the Stipulated Order Appointing General Receiver entered in the Receivership Case on February 2, 2017, Oswego Group LLC, doing business as Inverness Group (the “**Receiver**”) was appointed as General Receiver for Sellers;

WHEREAS, at a public auction conducted on March 28, 2017, Buyer was deemed to be the winning bidder for the Purchased Assets (as defined below); and

WHEREAS, the Transactions (as defined below) contemplated by this Agreement will be consummated pursuant to a Sale Approval Order (as defined below) to be entered in the Receivership Case under RCW 7.60.260 and other applicable provisions of RCW 7.60 and applicable law, and the Transactions and this Agreement are subject to the approval of the Superior Court.

NOW, THEREFORE, in consideration of the foregoing, and the mutual agreements, covenants, representations, warranties and promises set forth herein, and in order to prescribe the terms and conditions of such purchase and sale, intending to be legally bound the Parties agree as follows:

Section 1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement will have the meanings ascribed to them in the attached Appendix A.

Section 2. Assets and Liabilities.

2.1 Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Sellers agree to sell, transfer, convey and deliver to Buyer, and Buyer agrees to purchase, acquire and accept from Sellers, all rights, title and interest of Sellers as of the Closing Date in and to those assets, property and rights of Sellers listed below, whether tangible or intangible, real, personal or mixed, wherever located and whether or not carried or reflected on the books and records of Sellers, but excluding the Retained Assets (the "**Purchased Assets**"). Subject to Section 2.2, the Purchased Assets include all right, title and interest of Sellers as of the Closing Date, to the extent owned by Sellers, free and clear of all Liens and Claims (other than the Assumed Liabilities) to the maximum extent permitted by RCW 7.60.260 and applicable law, including the following:

(a) Sellers' inventories, including finished goods, work-in-process, raw materials, packaging, supplies, parts and other inventories wherever located (the "**Inventory**");

(b) Sellers' intellectual property assets (the "**Intellectual Property Rights**"), including, but not limited to, the Intellectual Property Assets as listed on or otherwise defined in Schedule 2.1(b) and Exhibit 2.1(b), and all rights under pending patent and copyright applications;

(c) all rights of Sellers under any contracts and leases that were executed or entered into on or prior to the Receivership Date and that are set forth on Schedule 2.1(c) (collectively, the "**Assumed Contracts**"); provided, however, that notwithstanding any other provision of this Agreement, Buyer may advise Sellers of any additions or deletions to Schedule 2.1(c) at any time on or before the Closing Date; provided further, however, that any such additions may only be made with the prior written consent of the counterparty to such Assumed Contract;

(d) all rights of Sellers in or under the Assumed Contracts, including all pre-payments, deposits and refunds thereunder and any assets maintained pursuant thereto or in connection therewith;


(e) Sellers' data and records containing information related to the Purchased Assets, whether in hard copy or soft-copy formats, and including but not limited to all purchase orders, supplier agreements, books of account and records, financial and accounting records, Tax records and other similar documents and records, business models, all customer and supplier lists (including, without limitation, the customer lists for both www.shoes.com and www.onlineshoes.com), marketing plans, financial and technical information, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, processes, and computer software, provided that Sellers shall be entitled to retain copies of financial and accounting records and Tax records;

(f) All of Sellers' office equipment and fixed assets, including, but not limited to, all furniture, fixtures, equipment, machinery, tools, vehicles, point of presence

BUYER:


"Tiger"

**Tiger Capital Group, LLC, a limited liability
company organized under the laws of
Massachusetts**

By: 
Andrew Babcock
Its: Director

"Wolverine"

**Wolverine Outdoors, Inc., a corporation
incorporated under the laws of Michigan**

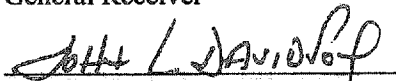
By: 
Its: Director, V.P. & Secretary

SELLERS:

SHOES.COM, INC., a Delaware corporation

By: Oswego Group LLC, an Oregon limited liability company

Its: General Receiver

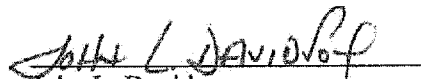
By: 
John L. Davidson

Its: Managing Member

ONLINESHOES.COM INC., a Washington corporation

By: Oswego Group LLC, an Oregon limited liability company

Its: General Receiver

By: 
John L. Davidson

Its: Managing Member

8. Signatures. This Bill of Sale may be signed in counterparts. A fax or electronic transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted or electronically transmitted signature page by delivering an original signature page to the requesting party.

Dated effective April 20, 2017.

BUYER:


Wolverine Outdoors, Inc., a corporation
incorporated under the laws of Michigan

By: _____
Its: _____

SELLERS:

SHOES.COM, INC., a Delaware
corporation

By: Oswego Group LLC, an Oregon
limited liability company
Its: General Receiver

By:  _____
John L. Davidson
Its: Managing Member

ONLINESHOES.COM INC., a
Washington corporation

By: Oswego Group LLC, an Oregon
limited liability company
Its: General Receiver

By:  _____
John L. Davidson
Its: Managing Member

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Dated effective April 20, 2017.

BUYER:

Wolverine Outdoors, Inc., a corporation
incorporated under the laws of Michigan

By: Bryan McGillis
Its: Vice President and Secretary

SELLERS:

SHOES.COM, INC., a Delaware
corporation

By: Oswego Group LLC, an Oregon
limited liability company
Its: General Receiver

By: _____
John L. Davidson
Its: Managing Member

ONLINESHOES.COM INC., a
Washington corporation

By: Oswego Group LLC, an Oregon
limited liability company
Its: General Receiver

By: _____
John L. Davidson
Its: Managing Member