

**TRADEMARK ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shoes for Crews, Inc.		06/22/2004	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	SFC Holdings, LLC
Street Address:	1400 Centrepark Blvd.
City:	West Palm Beach
State/Country:	FLORIDA
Postal Code:	33401
Entity Type:	Limited liability company: FLORIDA

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	2646817	CREWGUARD
Registration Number:	2355155	SFC
Registration Number:	2439986	GOT SLIPS?
Registration Number:	2161505	MIGHTY MAT!
Registration Number:	1880673	SHOES FOR CREWS
Registration Number:	1834116	SHOES FOR CREWS

CORRESPONDENCE DATA	
Fax Number:	(215)981-4750
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2159814714
Email:	schwartzme@pepperlaw.com
Correspondent Name:	Mindy Ellis Schwartz
Address Line 1:	18th and Arch Streets
Address Line 2:	3000 Two Logan Square
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	105423.73 SHOES FOR CREWS
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OP \$165.00 2646817

NAME OF SUBMITTER:

Mindy Ellis Schwartz

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "*Assignment*"), dated June 22, 2004, is by and among Shoes For Crews, Inc., a Florida corporation ("*SFC*"), Mighty Mat, Inc., a Florida corporation ("*MM*"), SFC Holdings, LLC, a Florida limited liability company ("*Holdings*," and together with SFC and MM, each an "*Assignor*"), Shoes For Crews, LLC, a Florida limited liability company ("*SFC LLC*"), and Mighty Mat, LLC, a Florida limited liability company ("*MM LLC*" and, together with Holdings and SFC LLC, each an "*Assignee*"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Contribution Agreement (as defined below).

**WHEREAS**, pursuant to the Contribution Agreement dated June 22, 2004 (the "*Contribution Agreement*"), by and among SFMM Holdings, Inc., a Florida corporation SFC, MM, Holdings, SFC LLC and MM LLC, each Assignor desires to assign, transfer, convey and deliver, on a going concern basis, and each Assignee desires to accept and assume, certain of the SFC Assets, MM Assets, SFC Assumed Liabilities and MM Assumed Liabilities, all on the terms and subject to the conditions set forth herein; and

**WHEREAS**, at the time of its contribution, each Assignor owns all right, title and interest in, to some or all of the Intellectual Property (as defined below) included in the SFC Assets and MM Assets; and

**WHEREAS**, as a condition to Closing, each Assignor agreed to execute and deliver this Assignment pursuant to which Assignor will assign to the applicable Assignee all of its right, title and interest in, to and under the Intellectual Property such Assignor.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Contribution Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agrees as follows:

1. Assignment and Transfer.

(a) SFC hereby sells, assigns, conveys, transfers and delivers to Holdings, for Holdings' sole and exclusive use and enjoyment, all of SFC's right, title and interest in and to: (i) the trade names, trademarks, patents and copyrights set forth on Exhibit A hereto, together with the goodwill associated therewith; (ii) the domain names and uniform resource locators set forth on Exhibit B; and (iii) any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights of priority and protection of interests therein under the laws of any jurisdiction (collectively, the "*SFC Intellectual Property*").

(b) MM hereby sells, assigns, conveys, transfers and delivers to Holdings, for Holdings' sole and exclusive use and enjoyment, all of MM's right, title and interest in and to: (i)

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the trade names, trademarks, patents and copyrights set forth on Exhibit C hereto, together with the goodwill associated therewith; (ii) the domain names and uniform resource locators set forth on Exhibit D; and (iii) any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights of priority and protection of interests therein under the laws of any jurisdiction (collectively, the "**MM Intellectual Property**") and, together with the SFC Intellectual Property, the "**Intellectual Property**").

(c) Holdings hereby sells, assigns, conveys, transfers and delivers to SFC LLC, for SFC LLC's sole and exclusive use and enjoyment, all of Holding's right, title and interest in and to the SFC Intellectual Property other than the Formula Rights, which shall remain the property of Holdings.

(d) Holdings hereby sells, assigns, conveys, transfers and delivers to MM LLC, for MM LLC's sole and exclusive use and enjoyment, all of Holding's right, title and interest in and to the MM Intellectual Property.

2. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Florida without giving effect to conflict of laws principles.

3. Binding Effect. This Assignment shall inure to the benefit of the Assignees and their successors and assigns and shall be binding upon the Assignors and its respective successors and assigns.

4. Amendments. No modification, waiver or amendment of this Assignment shall be binding unless executed in writing by the Assignors and Assignees. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

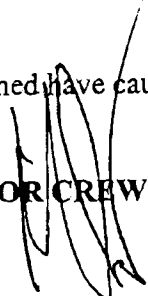
5. Severability. If any provision of this Assignment is invalid or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

6. Facsimile Signature. This Assignment may be executed and delivered by facsimile.


*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed on the date first written above.

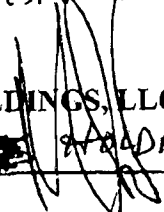
SHOES FOR CREWS, INC.

By:   
Name: Matthew K. Smith  
Title: President

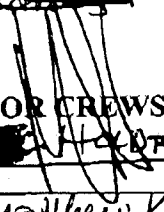
MIGHTY MAT, INC.

By:   
Name: Matthew K. Smith  
Title: President

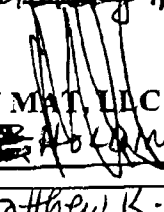
SFC HOLDINGS, LLC

~~Holder~~  
By:   
Name: Matthew K. Smith  
Title: Manager President

SHOES FOR CREWS, LLC

~~Holder~~  
By:   
Name: Matthew K. Smith  
Title: Manager President

MIGHTY MAT, LLC

~~Holder~~  
By:   
Name: Matthew K. Smith  
Title: Manager President

Holdings Intellectual Property Assignment Agreement

**EXHIBIT A****SFC Trade Names, Trademarks, Patents and Copyrights****Trade Names:**

None

**Trademarks:**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
CREWGUARD (Stylized)	2,646,817	11/5/02
SFC and Design	2,355,155	6/6/00
GOT SLIPS?	2,439,986	4/3/01
MIGHTY MAT!	2,161,505	6/2/98
SHOES FOR CREWS	1,880,673	2/28/95
SHOES FOR CREWS	1,834,116	5/3/94
SHOES FOR CREWS	1452036 (European Community registration)	3/27/01

**Patents:**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Slip resistant sole	D447326	9/4/01
Slip resistant sole	D446916	8/28/01
Slip resistant sole	D446915	8/28/01
Slip resistant sole	D446914	8/28/01
Shoe covering	D446912	8/28/01
Slip resistant sole	D445243	7/24/01
Slip resistant sole	D433792	11/21/00
Shoe sole	D389995	2/3/98

**Copyrights:**

None

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**EXHIBIT B**

SFC Uniform Resource Locators

[www.shoesforcrews.com](http://www.shoesforcrews.com)

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EXHIBIT C

MM Trade Names, Trademarks, Patents and Copyrights

Trade Names:  
"Mighty Mat"

Trademarks:  
None

Patents:  
None

Copyrights:  
None

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**EXHIBIT D**

MM Uniform Resource Locators

[www.mightymat.com](http://www.mightymat.com)

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