

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-------------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-------------------------|----------------|

| | |
|------------------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
|------------------------------|--|

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|---------------------------------|
| Remonte Schuhfabrik Willi Memmer GmbH & Co. KG | | 09/05/2003 | LIMITED PARTNERSHIP: GERMANY |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------|
| Name: | Rieker Holding AG |
| Street Address: | Friedmattstrasse 5 |
| City: | Reiden |
| State/Country: | SWITZERLAND |
| Postal Code: | 6260 |
| Entity Type: | CORPORATION: SWITZERLAND |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 76167792 | REMONTE |

CORRESPONDENCE DATA

Fax Number: (516)822-3582
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 516-822-3550
 Email: rgsdocket@hoffmannbaron.com
 Correspondent Name: R. Glenn Schroeder
 Address Line 1: 6900 Jericho Turnpike
 Address Line 2: Suite 200
 Address Line 4: Syosset, NEW YORK 11791

| | |
|--------------------------------|---------|
| ATTORNEY DOCKET NUMBER: | 182-125 |
|--------------------------------|---------|

DOMESTIC REPRESENTATIVE

Name: R. Glenn Schroeder
 Address Line 1: 6900 Jericho Turnpike

CH \$40.00 76167792

Address Line 2: Suite 200
Address Line 4: Syosset, NEW YORK 11791

| | |
|--------------------|----------------------|
| NAME OF SUBMITTER: | R. Glenn Schroeder |
| Signature: | /r. glenn schroeder/ |
| Date: | 03/10/2006 |

Total Attachments: 11
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Kaufvertrag

zwischen

der **Remonte-Schuhfabrik Willi Memmer GmbH & Co. KG** mit Sitz in Zweibrücken,
eingetragen im Handelsregister des Amtsgerichts Zweibrücken unter HRA 1422 Z,

vertreten durch die **Dorndorf Schuhfabrik GmbH & Co. KG**, diese vertreten durch die
Dorndorf Schuhvertriebs-GmbH, diese wiederum vertreten durch den einzelvertre-
tungsberechtigten Geschäftsführer **Herrn Felix Servas**

- nachstehend „Verkäuferin“ -

und

der **Rieker Holding AG** mit Sitz in CH-6260 Reiden, Friedmattstrasse 5,

vertreten durch **Herrn Julius Brunner** als Mitglied des Verwaltungsrates gemeinsam mit
dem Prokuristen **Herrn Wilhelm Ostermann**,

- nachstehend „Käuferin“ -

§ 1

Vorbemerkungen

Die Verkäuferin ist Inhaberin der in Anlage 1 genannten Marken, nachstehend auch „Ver-
tragsmarken“.

§ 2

Verkauf

- (1) Die Verkäuferin verkauft und überträgt hiermit der Käuferin die in § 1 genannten Marken wie auch ihren Kundenstamm außerhalb Deutschlands. Die Käuferin nimmt den Verkauf und die Übertragung an.
- (2) Der Kaufpreis beträgt [REDACTED]
- (3) Der Kaufpreis ist binnen vierzehn Tage nach Vertragsunterzeichnung zur Zahlung fällig.

§ 3

Mitwirkungspflichten

- (1) Die Verkäuferin übergibt der Käuferin mit Vertragsunterzeichnung, soweit vorhanden, sämtliche in ihrem Besitz befindlichen, die Vertragsmarken und den ausländischen Kundenstamm betreffenden (Benutzungs-)Unterlagen, insbesondere Kundenkartei, Schriftverkehr mit den jeweiligen Patentämtern und dem Harmonisierungsamt für den Binnenmarkt (HABM), anderen Zeicheninhabern und sonstigen Dritten bezüglich des Rechtsbestandes der Vertragsmarken.
- (2) Die Verkäuferin verpflichtet sich gegenüber der Käuferin, jederzeit vollständige Auskünfte über Art und Umfang der Benutzung der Vertragsmarken wie auch der Kundenkartei zu erteilen sowie entsprechende Beweismittel herauszugeben.
- (3) Soweit nach deutschem Recht oder nach sonstigen einschlägigen Rechtsvorschriften zur Abtretung der Marken oder des ausländischen Kundenstamms noch weitere Erklärungen oder Maßnahmen (insbesondere gegenüber dem zuständigen Amt) erforderlich sind, wird die Käuferin hiermit unwiderruflich zur Vornahme berechtigt und bevollmächtigt.

- (4) Soweit die zur Vornahme der in Abs. 3 genannten Erklärungen oder Maßnahmen die Vorlage der Vollmacht nicht ausreicht, verpflichtet sich die Verkäuferin zur höchstpersönlichen Vornahme dieser Erklärungen oder Maßnahmen.

§ 4

Rechte wegen Mängeln

(1)

(2)

a)

b)

c)

(3)

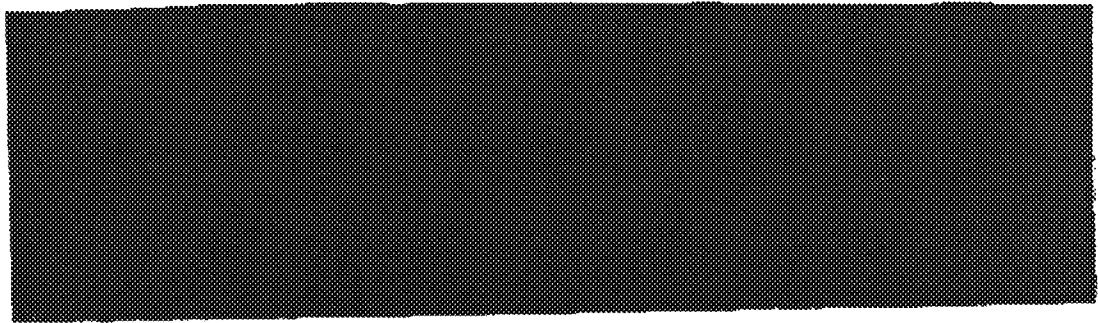
§ 5

Gerichtsstandvereinbarung und Rechtswahl

(1)

(2)

(3)



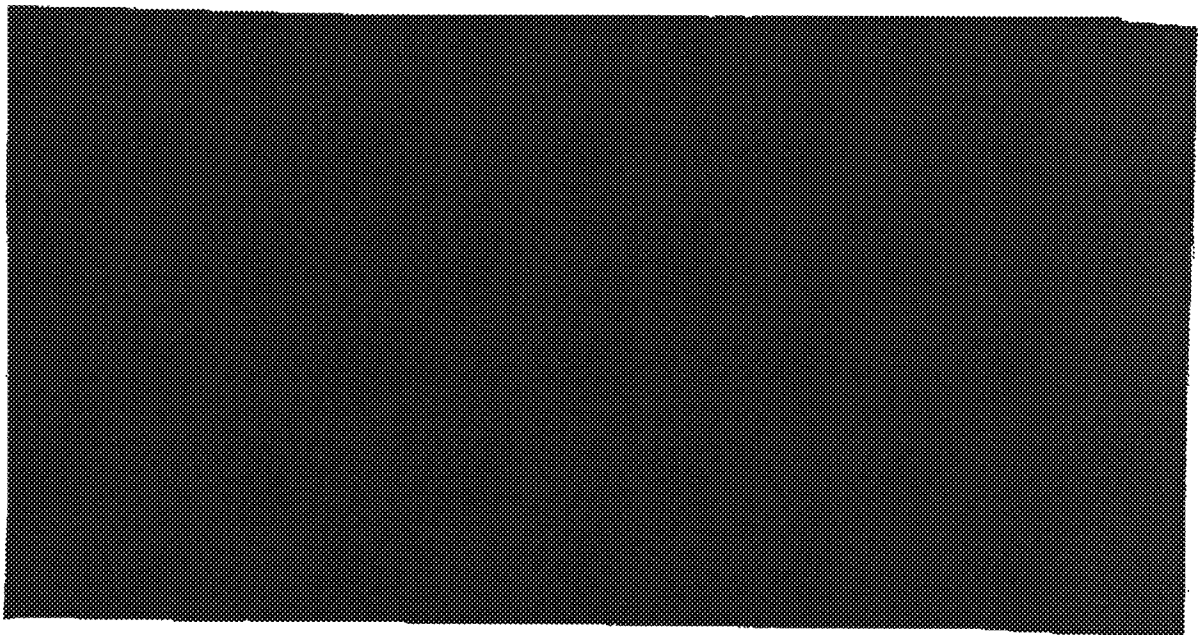
§ 6

Schlussbestimmungen

(1)

(2)

(3)



Zweibrücken, den 5. September 2003

Felix Dörvas
Remonte-Schuhfabrik Willi Memmer GmbH & Co. KG

Procces 000 W. Jrm
Rleker Holding AG

Anlage

| Marke | Register Nr. | Logo | Land | eingetragen durch | Schutz bis |
|------------|--------------|------------|------------|---------------------|-----------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 01.03.2009 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 05.11.2008 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 15.11.2012 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 07.04.2018 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 16.02.2009 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | Anmeldung läuft |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 03.06.2007 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 21.01.2008 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 04.04.2004 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 16.02.2005 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 04.07.2005 |
| Remonte | 76-167792 | IR2 | USA | Remonte Schuhfabrik | Anmeldung läuft |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 05.02.2007 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 07.04.2018 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 16.02.2005 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 25.07.2005 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 05.02.2007 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 03.06.2007 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 04.08.2007 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | 21.01.2008 |

*Eine Anmeldung beim Harmonisierungsamt für den Binnenmarkt in Alicante hat in folgenden Ländern Gültigkeit:
 Spanien, Dänemark, Deutschland, Griechenland, England, Frankreich, Italien, Portugal, Finnland, Schweden,
 Irland, Belgien, Luxemburg, Österreich, Niederlande

> Translation <

Purchasing Agreement

between

Remonte-Schuhfabrik Willi Memmer GmbH & Co. KG,

[Remonte-Shoe Factory Willi Memmer GmbH & Co. KG,

(A Tiered Partnership by: Limited Partnership / (Kommanditgesellschaft)

& a Company with Limited Liability / (Gesellschaft mit beschränkter Haftung)

& an Ordinary Partnership];

with their Registered Offices located in Zweibrücken/(Zweibruecken);

Registered in the Register of Companies of the Zweibruecken Local Court under HRA 1422 Z,

[Handelsregister of the Amtsgericht Zweibruecken (Local Court),

HRA/[Handelsregister (Division) A] No. 1422 Z];

represented by Dorndorf Schuhfabrik GmbH & Co. KG,

[Dorndorf Shoe Factory GmbH & Co. KG,

(A Tiered Partnership by: Limited Partnership / (Kommanditgesellschaft)

& a Company with Limited Liability / (Gesellschaft mit beschränkter Haftung)

& an Ordinary Partnership];

who in turn is being represented by Dorndorf Schuhvertriebs-GmbH,

[Dorndorf Shoe Distribution Company with Limited Liability,

(Gesellschaft mit beschränkter Haftung)];

who, on the other hand, is being represented by Mr. Felix Servas, Managing Director,

(Geschäftsfuehrer), authorized to act by virtue of individual power of representation;

– hereinafter called "Selling Party" –

and

Rieker Holding AG, [Rieker Holding AG/(Aktiengesellschaft) / a Stock (Holding) Corporation]],

with their Registered Offices in CH-6260 Reiden,

No. 5, Friedmattstrasse;

represented by Mr. Julius Brunner being a member of the Administrative Board,

(Verwaltungsrat), jointly and together with Mr. Wilhelm Ostermann, Proxy.

– hereinafter called "Buying Party" –.

§ 1
Preamble

The Selling Party is the owner of the (Trade) Marks – hereinafter also called "Contract Marks" – named in Exhibit 1.

§ 2
Sale

- (1) The Selling Party is herewith selling and transferring the (Trade) Marks named under § 1, as well as its group of clientele outside of Germany, to the Buying Party. The Buying Party does accept the sale and the transfer.
- (2) The selling price amounts to XXXXXXXXXXXXXXXXXXXX
- (3) The purchase price shall be due for payment within a fortnight after the Agreement having been subscribed.

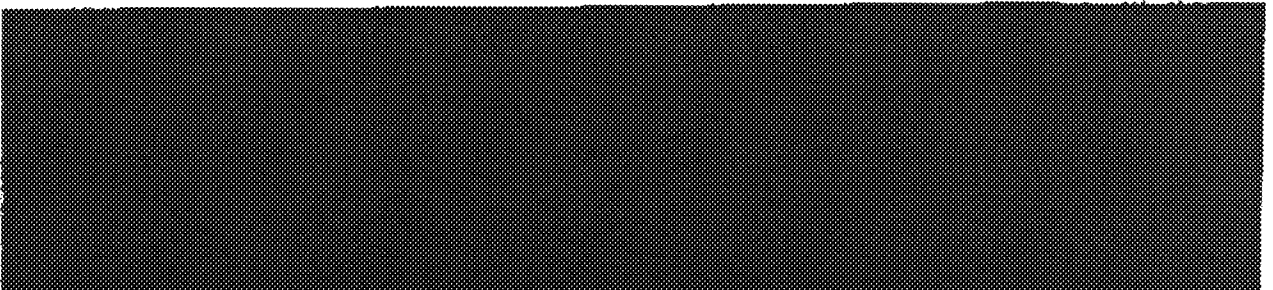
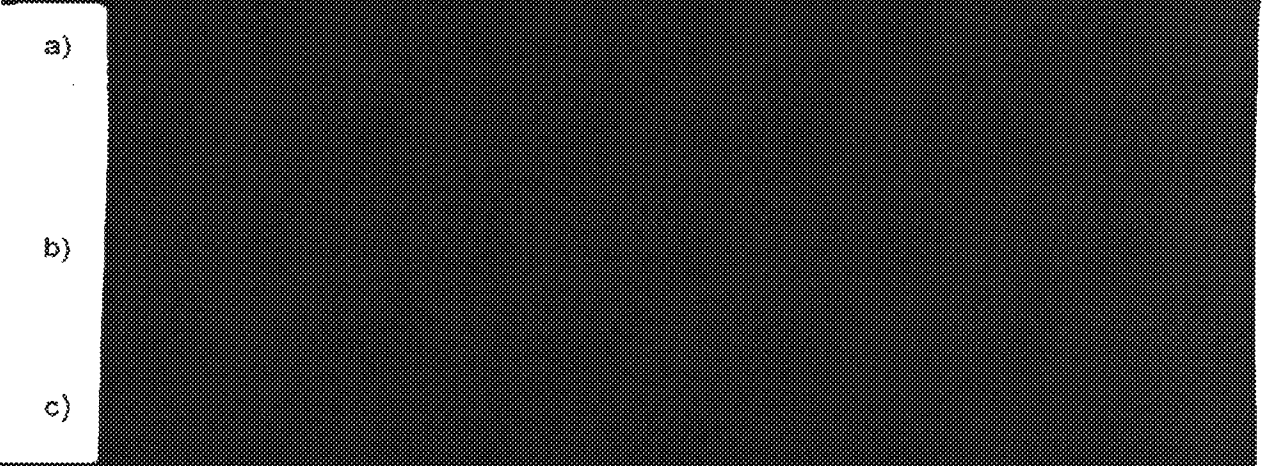
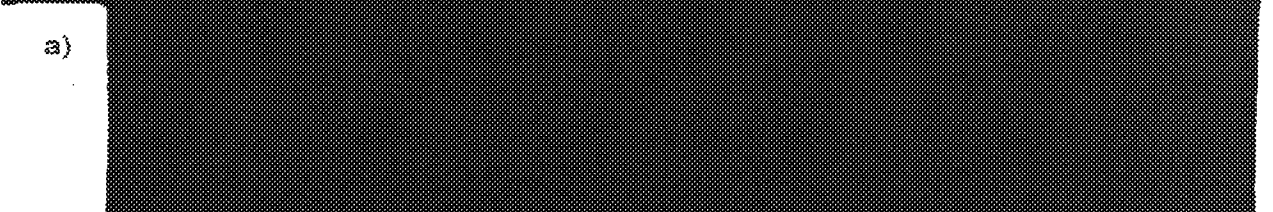
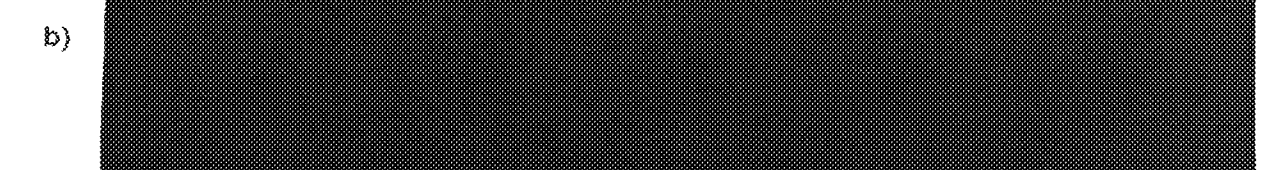

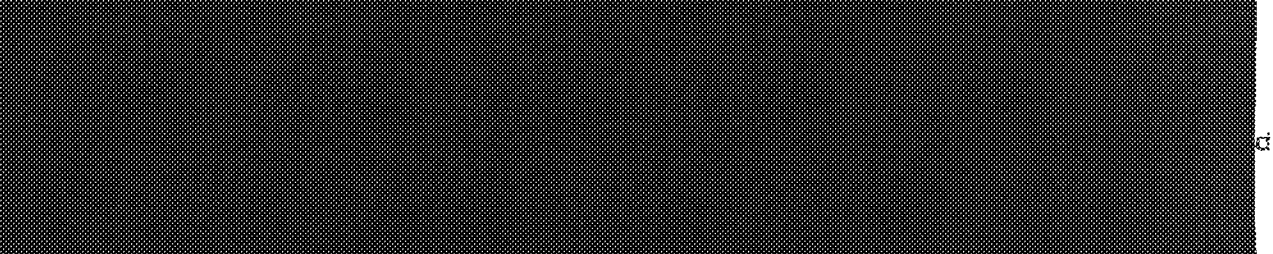
§ 3
Obligations in Participation

- (1) The Selling Party shall - upon subscribing the Agreement, depending upon availability - pass on to the Buying Party all and any (operative) documentation and / or files resp. being in its possession, (if any), which pertain to the Contract Marks and the group of clientele abroad – especially the entirety of customer file cards, the correspondence with each of the pertaining patent offices in charge involved in each and every instance and with the Office for Harmonization in the Internal Market / (OHIM), [Harmonisierungsamt für den Binnenmarkt/(HABM)], with other owners of (trade) marks and - concerning the established legal state of the Contract Marks - with any other third parties.
- (2) The Selling Party shall be committed to the Buying Party to provide comprehensive information any time in regard to the kind and extent of use of the Contract Marks and of the entirety of customer file cards as well, and to likewise release the pertaining material of legal evidence.

- (3) As far as, - under German Law or else under any other pertaining legal provisions - in regard to the assignment of the (trade) marks or of the group of clientele abroad, even further statements or steps should still be required, (especially for the Office in charge), the Purchasing Party shall herewith be irrevocably entitled and authorized to comply.
- (4) As far as it should not suffice to submit the power of attorney to provide for the statements or steps mentioned under Para. 3, the Selling Party itself shall be committed to provide for such statements or steps most personally.

§ 4

Rights in case of Deficiencies

- (1) 
- (2) 
 - a) 
 - b) 
 - c) 
- (3) 

(Translator's Note:

This is in general reference to translations required in the context of this Agreement at all and for "§ 5 (3)" of the within stipulation above in particular, *"Agreement of Venue and Jurisdiction"*, which seems to justify this clarifying foot note with a view to prevailing terminology used in as far as the abbreviation CISG is concerned as compared with its full-length version of

"Convention on Contracts for the International Sale* of Goods"

which in turn is related to and based upon the *"Vienna UN Convention dtd. April 11th, 1980"*, wherein specific reference is not only explicitly made to the *'International Sale of Goods'* but implicitly rather to the "international way of doing business and trading; i. e., > selling and buying <" in particular; hence, since there is no specific concrete term for either "doing business and trading" and/or "> selling and buying <" resp., "sale" has then obviously been the preferred choice for alternative references which means with other words that terminology and translations are in accord with the requirement of being "true, correct, complete and faithful" below.]

TRANSLATOR'S AFFIDAVIT

Duly sworn by the President of the Nuernberg-Fuerth Regional Court, (Landgericht Nuernberg-Fuerth), being under oath and commissioned in public as a qualified professional *Court-Accredited Translator & Interpreter* for the English language, I herewith certify; viz.:

that I do have a professional command of the English and German languages; that the foregoing/within text is a true, correct, complete and faithful translation of the document(s) written in the German language, submitted to me by the officiating Patent Attorneys by original and/or (certified) copy resp.; moreover, that I am listed in my afore-mentioned capacity as a *Court-Accredited Translator & Interpreter* in the pertaining directories of the

Consulate(s) General of The United States of America, (File No.: 252.1, dtd. Oct. 9th, 1962),

and of the

United Kingdom, (File No.: 18-1/63, dtd. April 2nd, 1963),

both located in Munich, Bavaria, Federal Republic of Germany.

In witness whereof I have hereunto set my hand and seal, together with the foregoing attestation.

D-90427 Nuernberg, this 3rd day of March, 2006.


FRIEDRICH A. HARTMANN

Court-Accredited Translator & Interpreter



TRANSLATOR <

Exhibit

| (Trade) Mark | Register No. | Logo | Country | registered by | Expiry of Term of Protection |
|--------------|--------------|------------|------------|---------------------|------------------------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | March- 01- 2009 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | November- 05- 2008 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | November- 15- 2012 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | April- 07- 2018 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | February- 16- 2009 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | Reg. Pending |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | June- 03- 2007 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | January- 21- 2008 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | April- 04- 2004 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | February- 16- 2005 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | July- 04- 2005 |
| Remonte | 76-167792 | R2 | USA | Remonte Schuhfabrik | Reg. Pending |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | February- 05- 2007 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | April 07- 2018 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | February 16- 2005 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | July 25- 2005 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | February 05- 2007 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | June 03- 2007 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | June 03- 2007 |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Remonte Schuhfabrik | August 04- 2008 |

Filing with the Office for Harmonization in the Internal Market in Alicante, (OHIM) -- [Harmoni-
 sierungsamt für den Binnenmarkt in Alicante, (HABM)], does result in legal validity in the following
 countries; viz.: Spain, Denmark, Germany, Greece, England, France, Italy, Portugal, Finland,
 Sweden, Ireland, Belgium, Luxembourg, Austria, The Netherlands.

signed: > [illegible] initials] <
 signed: > [illegible] initials] <