

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/31/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bianca of Nevada, Inc.		08/29/2005	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	The Walking Company
Street Address:	121 Gray Avenue
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2866505	FOOTWORKS
Registration Number:	1046870	FOOTWORKS

CORRESPONDENCE DATA

Fax Number: (805)564-8262
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 805-965-4400
 Email: Kurt@incip.com
 Correspondent Name: Kurt Koenig
 Address Line 1: 226 E. Canon Perdido St., Suite M
 Address Line 4: Santa Barbara, CALIFORNIA 93101

ATTORNEY DOCKET NUMBER:	FOOTWORKS
NAME OF SUBMITTER:	Kurt Koenig
Signature:	/Kurt Koenig/

OP \$65.00 2866505

Date:

08/21/2006

Total Attachments: 3

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 31st day of August, 2005, by Bianca of Nevada, Inc., a Nevada corporation ("Assignor"), to The Walking Company, a Delaware corporation ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of May 20, 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

BIANCA OF NEVADA, INC.

By: 

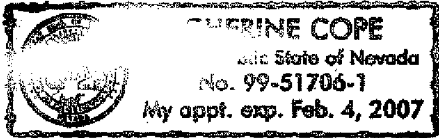
Sal Palermo
President

State of Nevada)

County of CLARK) ss.:

On 8-29-05 before me, Sal Palermo, Pres. (here insert name and title of the officer), personally appeared Sal Palermo personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Cherine Cope
Notary Public

[SEAL]

SCHEDULE A

Registered Servicemarks and Trademarks

<u>Service or Trademark</u>	<u>U.S. or Canadian Registration No.</u>	<u>Registration Date</u>
FOOTWORKS	2866505	7/27/04
	1046870	8/24/76



Unregistered Servicemarks and Trademarks

Pending Servicemark or Trademark Applications

<u>Servicemark or Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
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Trade Names