

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 |
| E.S. Originals, Inc. | | 10/06/2006 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | totes Isotoner Corporation | | |
| Street Address: | 9655 International Blvd. | | |
| City: | Cincinnati | | |
| State/Country: | OHIO | | |
| Postal Code: | 45246 | | |
| Entity Type: | CORPORATION: OHIO | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1732120 | ESNY | |
| Registration Number: | 3094742 | ES NY | |
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| Date: | 02/14/2007 | | |

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Total Attachments: 14

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ASSET PURCHASE AGREEMENT

by and between

**E. S. Originals Inc.,
a New York corporation,**

and

**totes Isotoner Corporation,
an Ohio corporation**

Dated as of October 6, 2006

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ASSET PURCHASE AGREEMENT

Asset Purchase Agreement dated as of October 6, 2006 (this "Agreement") by and between E.S. Originals Inc., a New York corporation ("Seller") and totes Isotoner Corporation, an Ohio corporation ("Buyer").

RECITALS

WHEREAS, Seller wholesales private label and branded (i.e., ESNY™) casual footwear (including sandals sold on a retail basis in accessory departments (as opposed to shoe departments), EVA thongs, flip-flops, slippers and vulcanized rubber shoes) to department stores, mass merchants and specialty footwear retailers (the "Subject Business");

WHEREAS, ES Asiacom Limited, a Hong Kong limited liability company ("Asiacom"), currently provides quality inspection services to Seller which are ancillary to Seller's conduct of the Subject Business (the "Ancillary Business");

WHEREAS, Seller desires to sell to Buyer, and Buyer wishes to purchase from Seller, the Purchased Assets (as defined herein) included within the Subject Business, upon the terms and conditions set forth herein;

WHEREAS, Seller desires to transfer to Buyer, and Buyer is willing to assume from Seller, the Assumed Liabilities (as defined herein), upon the terms and conditions set forth herein; and

WHEREAS, the stockholders of Seller desire Seller to cause Asiacom to sell to Buyer, and Buyer wishes to purchase from Asiacom, the Ancillary Assets (as defined herein), upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the respective covenants, representations and warranties, and agreements of the parties hereto hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, hereby agree as follows:

ARTICLE I.

DEFINITIONS

1.1. Defined Terms.

(a) For purposes of this Agreement, the terms set forth below shall have the following meanings:

"Accounting Principles" means the accounting principles set forth on Schedule 1.1(a).

"Acquisition" means the sale and purchase of the Purchased Assets and the Ancillary Assets, and the assumption of the Assumed Liabilities.

customer that is not currently, or has not within the past twelve (12) months been, a customer of Seller or Buyer or their respective Affiliates. For the avoidance of doubt, any increase or expansion of Federated's business arising from or relating to an acquisition, investment, joint venture, merger, consolidation or similar event with an entity that is not a customer as described in this definition of "Federated," and any Gross Sales to Federated's increased or expanded business, shall be excluded from any calculations of Gross Sales, Net Sales, Direct Import Net Sales, Landed Net Sales and Earn-Out Payments pursuant to this Agreement.

"Federated Earn-Out Payments" means, with respect to any Earn-Out Period covered by a Net Sales Statement, the product obtained by multiplying Net Sales to Federated by five percent (5%).

"GAAP" means United States generally accepted accounting principles and practices in effect from time to time and applied consistently throughout the period(s) involved.

"Governmental Entity" means any foreign, Federal, state or local (i) court, tribunal or arbitral body of competent jurisdiction, (ii) government or governmental agency, authority, commission or instrumentality or (iii) regulatory body, authority, agency or commission.

"Gross Sales" means the gross invoiced price from sales of the Subject Products by Buyer and its Affiliates to non-Affiliated third parties.

"Hong Kong Premises" means the premises situated at Unit 4, 12th Floor, Star Centre 443-451, Castle Peak Road, Kwai Chung, New Territories, Hong Kong.

"Intellectual Property" means any and all of the following used in, or relating to, the Subject Business or the Ancillary Business: (i) inventions or developments, whether or not patentable, whether or not reduced to practice, and whether or not yet made the subject of a pending patent application or applications, (ii) ideas and conceptions of potentially patentable subject matter, including, without limitation, any patent disclosures, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications, (iii) national (including the United States) and multinational statutory invention registrations, patents, patent registrations and patent applications (including all reissues, divisions, continuations, continuations in part, extensions and reexaminations) and all rights therein provided by international treaties or conventions and all improvements to the inventions disclosed in each such registration, patent or application, (iv) trademarks, service marks, trade dress, logos, trade names and corporate names, whether or not registered, including all common law rights, and registrations and applications for registration thereof and all goodwill associated therewith, including, but not limited to, all marks registered in the United States Patent and Trademark Office, the Trademark Offices of the states and territories of the United States of America, and the Trademark Offices of other nations throughout the world, and all rights therein provided by international treaties or conventions, (v) copyrights (registered or otherwise) and registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions, (vi) moral rights (including, without limitation, rights of paternity and integrity), and waivers of such rights by others, (vii) computer software, including, without limitation, source code, operating systems and specifications, data, data bases, files, documentation and other materials related thereto, (viii) trade secrets and confidential, technical

and business information (including ideas, formulas, compositions, inventions, and conceptions of inventions whether patentable or unpatentable and whether or not reduced to practice), (ix) whether or not confidential, technology (including know how and show how), manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, domain names (including www.esnyfootwear.com), financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (x) copies and tangible embodiments of all the foregoing, in whatever form or medium, (xi) all rights to obtain and rights to apply for patents, and to register trademarks and copyrights and (xii) all rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

"Interest Rate" means the fluctuating rate of interest equal to the "Prime Rate" appearing on the "Market Data: Rates & Bonds" screen page on www.Bloomberg.com, or if such rate is not available, then the fluctuating rate of interest equal to the "Prime Rate" as published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) plus one percent (1%). Any change in the Interest Rate shall take effect on the effective date as indicated on www.Bloomberg.com or in The Wall Street Journal (Eastern Edition), as applicable.

"Inventory Value" means, with respect to any date of determination, the value of the Transferred Inventory less trade accounts payable; provided that all calculations shall be prepared in accordance with the Accounting Principles applied consistently.

"Landed Net Sales" means Gross Sales from Subject Products both (i) sold to customers other than Federated and (ii) imported into the United States by Buyer as the importer of record, less cash amounts or Customer Charge-backs paid, credited or accepted in the ordinary course of business of Buyer on account of damaged goods, returns and allowances.

"License Agreement" means the License Agreement dated as of the Closing Date by and between Seller and Buyer substantially in the form of Exhibit F annexed hereto.

"Lien" means any mortgage, lien, charge, security interest, easement, pledge, adverse claim or other encumbrance of any kind.

"MPF Plan" means the Mandatory Provident Fund Schemes Plan to which Asiacom contributes in respect of the Asiacom Employees as required under the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong).

"Names" means E.S. Originals Inc. and any variations and derivatives thereof not included in the Purchased Assets or the Ancillary Assets.

"Net Sales" means, with respect to any Earn-Out Period covered by a Net Sales Statement, the Landed Net Sales and Direct Import Net Sales.

"Net Sales Statement" means the statement prepared in conformity with GAAP on a consistent basis with Buyer's financial statements which is required to be delivered by Buyer to Seller in accordance with Section 2.7(b) stating the Net Sales for the Earn-Out Period covered thereby together with a reasonably detailed calculation of Net Sales to Federated, Landed Net

ARTICLE II.

PURCHASE AND SALE OF ASSETS

2.1. Purchased Assets and Ancillary Assets.

(a) Subject to Section 2.2, Seller shall sell, transfer, assign and deliver to Buyer at the Closing, free and clear of all Liens, except for Permitted Liens, of every kind, nature and description, and Buyer shall purchase, acquire and accept from Seller, the Purchased Assets and the goodwill relating thereto, and shall cause Asiacom to sell, transfer, assign and deliver to Buyer within forty-five (45) days after the Closing Date, free and clear of all Liens, except for Permitted Liens, of every kind, nature and description, and Buyer shall purchase, acquire and accept from Asiacom, the Ancillary Assets and the goodwill relating thereto. "Purchased Assets" means all of the Seller's business, properties, assets, goodwill and rights of every kind, nature and description existing on the Closing Date, constituting, primarily related to, primarily used in or otherwise necessary or material to the conduct of the Subject Business, wherever such assets are located and whether real, personal or mixed, tangible or intangible, including without limitation, all of Seller's right, title and interest in and to the following, as the same may exist on the Closing Date to the extent constituting, primarily related to, primarily used in or otherwise necessary or material to the conduct of the Subject Business:

Redacted

(ii) all Intellectual Property including the Intellectual Property set forth on Schedule 2.1(a)(ii)(A) (collectively, the "Transferred Intellectual Property") and the licenses of the Seller's Intellectual Property contained and set forth in Schedule 2.1(a)(ii)(B) (the "Licensed Intellectual Property");

Redacted

12.18. Amendments and Waivers. This Agreement may be amended, modified, superseded or canceled and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by each of the parties hereto or, in the case of a waiver, by or on behalf of the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

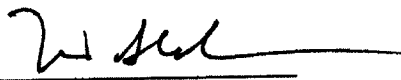
12.19. License of Seller's Intellectual Property. For the avoidance of doubt, Seller grants the licenses of the Licensed Intellectual Property contained in Schedule 2.1(a)(ii)(B).

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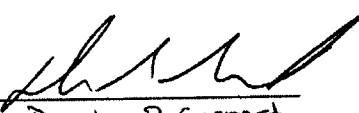
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized, all as of the day and year first set forth above.

E.S. ORIGINALS INC.

By: 
Name: Morris Shalom
Title: Chief Operating Officer

totes Isotoner Corporation

By: 
Name: Douglas P. Gernert
Title: President

Schedule 2.1(a)(ii)(A) - Transferred Intellectual Property

I. TRADEMARKS

1. Registered Trademarks

| Trademark | Country | Application Serial No. | Registration No. | Status |
|---------------|-------------|------------------------|------------------|------------|
| ESNY | USA | 74/176,977 | 1,732,120 | Registered |
| ESNY | Canada | 1038868 | 556,704 | Registered |
| ESNY | Puerto Rico | N/A | 52,578 | Registered |
| ESNY | CTM | 2527778 | 2527778 | Registered |
| ESNY | China | 3903328 | | Pending |
| ESNY & Flower | USA | 76/622728 | 3,094,742 | Registered |

II. COPYRIGHTS AND TRADE DRESS

a. All copyrights and copyrightable subject matter, to the extent any exist, in all ESNY footwear styles heretofore created by Seller and in any products sold or produced by Seller embodying those styles.

b. All trade dress rights, to the extent any exist, in all ESNY footwear styles heretofore created by Seller and in any products sold or produced by Seller embodying those styles.

III. DOMAIN NAME

ESNYFOOTWEAR.COM