

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATHLETE'S FOOT MARKETING ASSOCIATES, LLC		08/25/2003	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	ATHLETE'S FOOT BRANDS, INC.		
Street Address:	1950 Vaughn Road		
City:	Kennesaw		
State/Country:	GEORGIA		
Postal Code:	30144-7017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1821855		
CORRESPONDENCE DATA			
Fax Number:	(212)310-1659		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-626-4557		
Email:	lisa.w.rosaya@bakernet.com		
Correspondent Name:	Lisa W. Rosaya		
Address Line 1:	1114 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	56199415-1		
NAME OF SUBMITTER:	Lisa W. Rosaya		
Signature:	/lwr/		
Date:	03/13/2007		

CH \$40.00 1821855

Total Attachments: 8

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WORLDWIDE OMNIBUS ASSIGNMENT OF TRADEMARKS, COPYRIGHTS
AND OTHER INTELLECTUAL PROPERTY

Dated as of August 1, 2003

WHEREAS, Athlete's Foot Marketing Associates, LLC, a limited liability company organized and existing under the laws of Delaware, having its principal place of business at 1950 Vaughn Road, Kennesaw, Georgia 30144-7017 (the "Assignor"), is the owner of all right, title and interest to the intellectual property annexed hereto as Schedule A; and

WHEREAS, Athlete's Foot Brands, Inc., a corporation organized and existing under the laws of Delaware, having its principal place of business at 1950 Vaughn Road, Kennesaw, Georgia 30144-7017 (the "Assignee"), is desirous of acquiring the intellectual property identified on Schedule A hereto and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest, in and to the intellectual property, owned and used by Assignor, identified and described on Schedule A annexed hereto, including: U.S. and Foreign trademark registrations, applications and renewals; trade names; copyrights; trade secrets; trade dress; domain names; and all other means necessary to use such property in connection with the business of Assignor and the intellectual property scheduled on Schedule A annexed hereto. Assignor hereby sells, assigns and transfers all intellectual property referenced herein, all common law rights and rights to register, together with the goodwill of the business, and all income, royalties, damages and payments now or hereafter due or payable in respect to the intellectual property, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the intellectual property and the rights thereto.

Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of this Worldwide Omnibus Assignment of Trademarks, Copyrights and Other Intellectual Property (the "Omnibus Assignment"), to be the owner of the intellectual property annexed hereto as Schedule A.

Following the execution of this Omnibus Assignment of Intellectual Property and at Assignee's reasonable request, Assignor shall provide Assignee with whatever reasonable assistance is required in the preparation of all other assignment documents necessary to confirm and effect the assignment and transfer to Assignee of all of Assignor's right, title, and interest in all of Assignor's applications and registrations in those countries as set forth in the annexed Schedules, and all related goodwill. At the request of Assignee, Assignor shall execute, and shall designate a responsible person (as applicable) who shall in the future, timely execute and deliver (following receipt of the payment for the costs thereof) all such assignment documents to Assignee. Until such time as all of the Assignments of Assignor's intellectual property in all countries as set forth in the annexed Schedules are duly recorded with the responsible government offices (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of the Omnibus Assignment of Intellectual Property, to be the owner of Assignor's intellectual property identified on Schedule A.

If it shall be necessary to record this Omnibus Assignment, or other confirmatory documentation, or in the event that any of Assignor's Intellectual Property shall become due for any maintenance filings or other recordations, Assignor shall likewise cooperate with Assignee's requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to maintain and enforce all

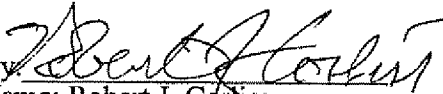
common law rights, registrations and other filings worldwide. At Assignee's request and expense, Assignor shall execute and deliver to Assignee all such other individual Assignments and other documents as may be required to confirm the transfer of the Intellectual Property in each country, which Assignments or other documents shall be in a form recordable in the Patent and Trademark Offices in each specified country.

[SIGNATURE PAGE FOLLOWS]

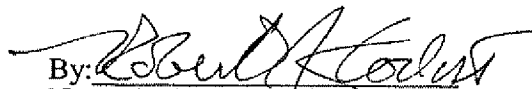
Execution Copy

IN WITNESS WHEREOF, Assignor have caused this Worldwide Omnibus Assignment of Trademarks, Copyrights and Other Intellectual Property to be signed in its corporate name by its duly authorized officer this 25th day of August, 2003.

Athlete's Foot Marketing Associates, LLC

By: 
Name: Robert J. Cofliss
Title: CEO/President

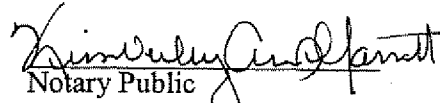
Athlete's Foot Brands, Inc.

By: 
Name: Robert J. Cofliss
Title: CEO/President

STATE OF *Georgia*)
)ss.:
COUNTY OF *Cobb*)

ACKNOWLEDGMENT

On this 25th day of August, 2003, before me came Robert J. Corliss, who stated that he is the CEO and President of Athlete's Foot Marketing Associates, LLC and acknowledged that he executed the above instrument as the act and deed of Athlete's Foot Marketing Associates, LLC with full authority to do so.


Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires Nov. 14, 2003.

STATE OF *Georgia*)
)ss.:
COUNTY OF *Cobb*)

ACKNOWLEDGMENT

On this 25th day of August, 2003, before me came Robert J. Corliss, who stated that he is the President and CEO of Athlete's Foot Brands, Inc. and acknowledged that he/she executed the above instrument as the act and deed of Athlete's Foot Brands, Inc. with full authority to do so.

Kimberly Amalfantti
Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires Nov. 14, 2003.

SCHEDULE A

Intellectual Property

[NYC] 404711.3

TRADEMARK
REEL: 003498 FRAME: 0448

TRADEMARKS

<u>Reg./App. No.</u>	<u>Trademark</u>	<u>Class</u>
1,821,855	OLD WINGED FOOT DESIGN	42