

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 |
| The Walking Company | | 06/15/2007 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Big Dog Holdings, Inc. | | |
| Street Address: | 121 Gray Avenue | | |
| City: | Santa Barbara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 93101 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 73054753 | FOOTWORKS | |
| Serial Number: | 78081082 | FOOTWORKS | |
| Serial Number: | 76630936 | FOOT WORX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (805)564-8262 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| 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: | 2288-363 | | |
| NAME OF SUBMITTER: | Kurt Koenig | | |
| Signature: | /Kurt Koenig/ | | |

OP \$90.00 73054753

Date:

07/26/2007

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of June 15, 2007 ("Effective Date") by and among **THE WALKING COMPANY**, a Delaware corporation with an address of 121 Gray Avenue, Santa Barbara, California, 93101 USA ("Assignor") and **BIG DOG HOLDINGS, INC.**, a Delaware corporation, with an address of 121 Gray Avenue, Santa Barbara, California, 93101 USA ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks set forth on Schedule A ("Marks"), together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used ("Goods and Services"); and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks.

NOW THEREFORE, for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks in perpetuity, together with (1) the goodwill of the business appurtenant thereto and which is symbolized thereby relating to the Goods and Services or otherwise; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (4) the right to renew any trademark application or registration related to the Marks.

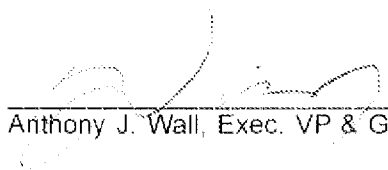
2. Assignor hereby authorizes all appropriate empowered officials in relevant jurisdictions related to the Marks to transfer all registrations and applications for the Marks to Assignee as Assignee may direct, in accordance with this Trademark Assignment, and to issue to Assignee all registrations which may issue with respect to any pending applications included in the Marks.

3. Assignor hereby agrees to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Marks to Assignee. Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

EXECUTED at Santa Barbara, California as of the Effective Date.

THE WALKING COMPANY

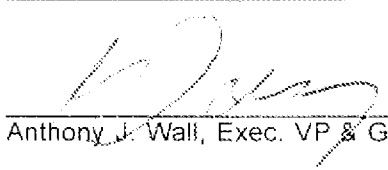
By:



Anthony J. Wall, Exec. VP & Gen. Counsel

BIG DOG HOLDINGS, INC.

By:



Anthony J. Wall, Exec. VP & Gen. Counsel

EXHIBIT A

| <u>Trademark</u> | <u>Serial Number</u> | <u>Registration Number</u> |
|--------------------|----------------------|----------------------------|
| FOOTWORKS & Design | 73054753 | 1046870 |
| FOOTWORKS | 78081082 | 2866505 |
| FOOT WORX | 76630936 | Pending |