

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
DGL Consumer Products, LLC		07/27/2007	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Implus Footwear, LLC		
Street Address:	Suite 120, 9221 Globe Center Drive		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1540059	SNEAKER BALLS	
Registration Number:	1583278		
CORRESPONDENCE DATA			
Fax Number:	(703)836-2021		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(703) 838-6620		
Email:	fred.hathaway@bipc.com		
Correspondent Name:	Fred W. Hathaway		
Address Line 1:	P.O. Box 1404		
Address Line 4:	Alexandria, VIRGINIA 22313-1404		
ATTORNEY DOCKET NUMBER:	0045259-058		
NAME OF SUBMITTER:	Fred W. Hathaway		
Signature:	/Fred W. Hathaway/		
Date:	07/27/2007		

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Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of July _____, 2007, between DGL Consumer Products, Inc., a corporation organized under the laws of the State of Colorado ("Assignor") and Implus Footcare, LLC a limited liability company organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. and foreign trademark registrations and applications listed in the attached Schedules A and B (collectively, the "Marks");

WHEREAS, Assignee and Assignor are parties to the Asset Purchase Agreement, dated _____, 2007 (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase all assets of Assignor which pertain to Assignor's "Sneaker Balls" product line and business;

NOW THEREFORE, be it known that, for and in consideration of 1 (one) dollar, and other good and valuable consideration, the receipt of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Marks, including, without limitation, trademarks, service marks, brand names, trade dress and domain names, together with the goodwill associated with the foregoing and the ongoing and existing Business to which the trademarks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any unregistered rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all countries throughout the world; and (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e) hereof, collectively, the "Assigned Intellectual Property").

2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Intellectual Property in all countries throughout the world, together with the goodwill of the business associated therewith and symbolized by the Assigned Intellectual Property, in its entirety, and the assets of the business associated with the Assigned Intellectual Property, in its entirety, and Assignor hereby authorizes and requests any official of any country whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. Assignor hereby covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.

4. Assignor further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be reasonably necessary or desirable to perfect the title to the Assigned Intellectual Property in Assignee, its successors or assigns, in all countries, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

5. Assignor further covenants and agrees to reasonably cooperate with and reasonably assist Assignee in obtaining, enforcing and defending Assignee's rights in the Assigned Intellectual Property, including without limitation, in proceedings before any court or tribunal, the United States Patent and Trademark Office, or any other agency or authority, it being understood that any expense incident to such assistance shall be borne by the Assignee, its successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the said Assignor has executed this Assignment.

DGL CONSUMER PRODUCTS, INC.

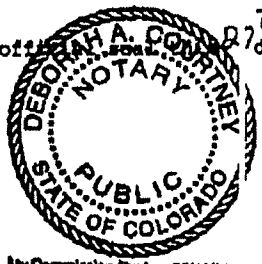
By: *[Signature]*
Name: Noel Ginsburg
Title: President
Date: 7/27/07

STATE OF Colorado
COUNTY OF Denver

Before me, a Notary Public in and for the said county, personally appeared Noel Ginsburg, known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this 27th day of July, 2007.

NOTARY PUBLIC *Deborah A. Courtney*



IMPLUS FOOTCARE, LLC

By:
Name:
Title:
Date:

STATE OF
COUNTY OF

Before me, a Notary Public in and for the said county, personally appeared , known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this day of

NOTARY PUBLIC

IN WITNESS WHEREOF, the said Assignor has executed this Assignment.

DGL CONSUMER PRODUCTS, INC.

By:

Name:

Title:

Date:

STATE OF _____ :

COUNTY OF _____ :

Before me, a Notary Public in and for the said county, personally appeared _____, known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this _____ day of _____

NOTARY PUBLIC

IMPLUS FOOTCARE, LLC

By: *SR*

Name: *SETH RICHARDS*

Title: *CEO*

Date: *7/27/07*

STATE OF *North Carolina* :

COUNTY OF *Wake* :

Before me, a Notary Public in and for the said county, personally appeared *Seth Richards*, known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this *27* day of *July*, *2007*

NOTARY PUBLIC

S. Ann Marraccini

**S. Ann Marraccini
Notary Public
Person County, NC**

{00226903.DOC}

SCHEDULE A

TRADEMARK REGISTRATIONS

Country

Registration No.

Mark

Goods/Services

Registration Date

United States

1,540,059

SNEAKER BALLS

Air fresheners

May 23, 1989

Canada

TMA444,436

SNEAKER BALLS

Air fresheners

June 30, 1995

United States

1,583,278

Spherical design w/stripe

Air fresheners

February 20, 1990

Canada

TMA443,529

Spherical design w/stripe

Air fresheners

June 9, 1995

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SCHEDULE B

TRADEMARK APPLICATIONS

Country

Application No.

Mark

Goods/Services

Application Date

Japan

1-103199

SNEAKER BALLS

Air fresheners

September 12th 1989

Japan

1-102264

Band design

Air fresheners

September 11th, 1989

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