

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Flip Flop Shops, Inc.		09/17/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FFS Holdings, LLC		
<b>Street Address:</b>	1336 Spectrum		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3020488	FLIP FLOP SHOPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)338-2880		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-338-2960		
<b>Email:</b>	poakley@sandw.com		
<b>Correspondent Name:</b>	Paul C. Oakley		
<b>Address Line 1:</b>	One Post Office Square		
<b>Address Line 2:</b>	Sullivan & Worcester LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	21609.1		
<b>NAME OF SUBMITTER:</b>	Paul C. Oakley		
<b>Signature:</b>	/Paul C. Oakley/		
<b>Date:</b>	10/17/2007		

CH \$40.00 3020488

**Total Attachments: 4**

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**ASSIGNMENT OF DOMAIN NAMES, TRADEMARKS AND SERVICE MARKS (U.S.)**

**WHEREAS**, Flip Flop Shops, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 1336 Spectrum, Irvine, California 92618 (the "Assignor"), has adopted and used and is using the domain names (the "Domain Names") and the trademarks and service marks (the "Marks") identified on the Schedule A hereto, and is the owner of the registrations of and/or pending registration applications for such Domain Names registered on the internet domain name system as governed by the Internet Corporation for Assigned Names and Numbers and such Marks in the United States Patent and Trademark Office identified on such Schedule A;

**WHEREAS**, FFS Holdings, LLC, having a place of business at 1336 Spectrum, Irvine, California 92618 (the "Assignee"), is desirous of acquiring the Domain Names and Marks and the registrations thereof and registration applications therefor;

**WHEREAS**, the Assignor represents and warrants to the Assignee as follows: (a) the Assignor is the record owner of the Domain Names and the Marks; (b) upon consummation of the transaction contemplated hereby, the Assignee will have acquired good and marketable title in and to the Domain Names and the Marks free of any lien or right of any third party; (c) the Domain Names and Marks are not the subject of proceedings for infringement, dilution or unfair competition or any other cause of action in any jurisdiction; and (d) neither the Assignor, nor any of its agents, assigns, representatives, affiliated companies, partners, shareholders, or employees are aware of, or have been accused of, trademark, service mark or copyright infringement due to use or ownership of the Domain Names or Marks in any jurisdiction; and

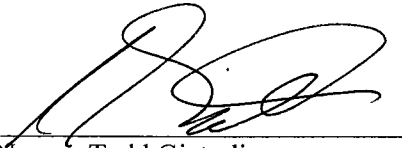
**WHEREAS**, the Assignor hereby agrees that from the date of this ASSIGNMENT OF DOMAIN NAMES, TRADEMARKS AND SERVICE MARKS (U.S.) (this "Assignment"), neither it, nor any of its agents, assigns, representatives, affiliated companies, partners, shareholders, or employees will assert any interest in, use or register with any agency or administrative body, any trademark, service mark, domain name or business name that is similar to or includes the Domain Names or Marks. In addition, the Assignor agrees not to encourage or instigate any action of any kind or otherwise assert any claims individually, or in collaboration with or on behalf of other persons or entities, against the Assignee or any of its agents, assigns, representatives, affiliated companies, partners, shareholders, or employees arising out of or relating to Assignee's use of the Domain Names or Marks;

**NOW, THEREFORE**, for and in consideration of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Domain Names and Marks, together with (i) the registrations of and registrations applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Domain Names and Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Domain Names or Marks or the registrations thereof or such associated goodwill.

**IN WITNESS WHEREOF**, the Assignor and Assignee, by their respective duly authorized officers, have executed this assignment, as an instrument under seal, on this \_\_\_ day of September, 2007.

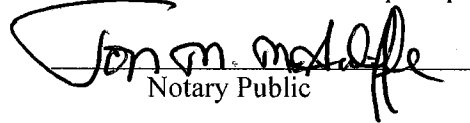
ASSIGNOR:

FLIP FLOP SHOPS, INC.

By:   
Name: Todd Giatrelis  
Title: President

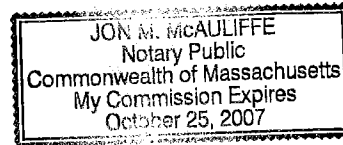
COMMONWEALTH OR STATE OF MASSACHUSETTS  
COUNTY OF SUFFOLK ) ss.

On this the 17th day of SEPT., 2007, before me appeared Todd Giatrelis, the person who signed this instrument, who acknowledged that he is the President of Flip Flop Shops, Inc. and that being duly authorized he signed such instrument as a free act on behalf of Flip Flop Shops, Inc.

  
Notary Public

[Seal]

My commission expires:



*[signature page to Assignment of Domain Names, Trademarks and Service Marks]*

ASSIGNEE:

FFS HOLDINGS, LLC

By: [Signature]

Name:

Title: Authorized Representative

COMMONWEALTH OR STATE OF CA )  
 ) ss.  
COUNTY OF Cobb )

On this the 14 day of Sept, 2007, before me appeared D. Kroetsch, the person who signed this instrument, who acknowledged that he is an Authorized Representative of FFS Holdings, LLC and that being duly authorized he signed such instrument as a free act on behalf of FFS Holdings, LLC.

Bindu Mendpara  
Notary Public

[Seal]

My commission expires:

BINDU MENDPARA  
NOTARY PUBLIC  
Cobb County  
State of Georgia  
My Comm. Expires Feb. 21, 2010

*[signature page to Assignment of Domain Names, Trademarks and Service Marks]*

SCHEDULE A

*Trademarks:*

**Registration No.**

**Mark**

**Image**

3020488

Flip Flop Shops and Design



The mark "Flip Flop Shops," including all common law rights related thereto

*Domain Names:*

www.flipflopshops.com

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