

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
ACTON ENTERPRISES, LLC		12/28/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	SHOE SENSATION, INC.		
Street Address:	253 AMERICA PLACE		
City:	JEFFORSONVILLE		
State/Country:	INDIANA		
Postal Code:	47130		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1405338	SHOE SENSATION	
Registration Number:	3109071	SPORTS SENSATION	
Registration Number:	3335840	UA UNDERGROUND ATTITUDE	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6828		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4048853696		
Email:	hunter.yancey@troutmansanders.com		
Correspondent Name:	JAMES HUNT YANCEY, JR.		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	042023.10 TM ASSIGNMENT		
NAME OF SUBMITTER:	JAMES HUNT YANCEY, JR.		

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Signature:	/jameshuntyanceyjr53809/
Date:	01/14/2008
Total Attachments: 4 source=Shoe TM Assignment#page1.tif source=Shoe TM Assignment#page2.tif source=Shoe TM Assignment#page3.tif source=Shoe TM Assignment#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "*Assignment*") is dated as of December 28, 2007, by and between ACTON ENTERPRISES, LLC, an Indiana limited liability company (the "*Assignor*"), and SHOE SENSATION, INC., a Delaware corporation ("*Assignee*"). Capitalized terms appearing in this Assignment, but not otherwise defined, shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 19, 2007 (the "*Purchase Agreement*"), pursuant to which, among other things, Assignor has agreed to sell, convey, transfer and assign to Assignee the trademarks that Assignor has adopted, used and is the owner of and which are set forth on Schedule A attached hereto and incorporated herein by this reference (the "*Trademarks*");

WHEREAS, Assignor is the owner of all right, title and interest in and to the registered Trademarks set forth on Schedule A, free and clear of all Liens, other than Permitted Liens; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all of its right, title and interest in and to the Trademarks, free and clear of all Liens, other than Permitted Liens, together with all of Assignor's right, title and interest in and to the goodwill of the business associated with and symbolized by such Trademarks, the application and registration therefore, and any rights of Assignor to sue, to recover for damages and profits, and to pursue other remedies for any past infringement of or to the Trademarks in the United States or any foreign jurisdiction.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further instruments of conveyance, transfer, assignment and other documents, to take any and all further actions, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the registered Trademarks, to give full effect to this Assignment, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States or any other country.


This Assignment is binding on Assignor and its respective successors and assigns, and inures to the benefit of Assignee and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has caused its duly authorized representative to execute this Assignment as of the date first above written.

Assignor:

ACTON ENTERPRISES, LLC

By: 
Michael L. Bernard
Chief Executive Officer

SCHEDULE A

TRADEMARKS

Registered Trademarks

<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Registration Date</u>
U.S.A.	Shoe Sensation	1405338	8/12/86
U.S.A.	Sports Sensation	3109071	6/27/06
U.S.A.	Underground Attitude	3335840	11/13/07

Unregistered Trademarks

Adam's Shoes
Kicks
Kicks for Kids