

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
WSA Global Holdings, LLC		12/20/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ENK, LLC
Street Address:	3 East 54th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78545646	WSA IN STEP
Serial Number:	77163506	THE SHOEBOOK
Registration Number:	3242283	THE COLLECTIONS AT WSA
Registration Number:	3205563	THE COLLECTIONS AT WSA
Registration Number:	3203933	WSATODAY
Registration Number:	3203932	WSATODAY
Registration Number:	3242936	WSASHOW
Registration Number:	3185005	WSA IN STEP
Registration Number:	2569367	WSA
Registration Number:	2613716	WORLD SHOE ASSOCIATION

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 78545646

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ATTORNEY DOCKET NUMBER:	WSA/ENK (H.SMITH)
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	01/15/2008

Total Attachments: 5
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment") is entered into by WSA Global Holdings, LLC, a Delaware limited liability company, having its principal office at 15821 Ventura Blvd., Suite 415, Encino, California 91436 ("Assignor"), in favor of ENK, LLC, a Delaware limited liability company, having its principal office at 3 East 54 St., New York, New York 10022 ("Assignee").

WHEREAS Assignor owns all right, title, goodwill, and interest in, to and under, and uses, the trademark registrations listed in Schedule A attached hereto, and the trademark applications listed on Schedule B attached hereto, in the United States (the trademarks identified on Schedule A and Schedule B are collectively referred to herein as the "Marks");

WHEREAS, Assignor has registered or applied to register the Marks on the Principal Register of the United States Patent and Trademark Office;

WHEREAS, Assignor, Assignee and ENK International, Inc., a Delaware corporation are parties to that certain Asset Purchase Agreement, dated November 2, 2007, as amended (the "Purchase Agreement") pursuant to which Assignor sold, and Assignee purchased, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks and any and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, contributes, grants, bargains, and conveys to Assignee, its legal representatives, successors and assigns, free and clear of any and all liens and encumbrances, all right, title, goodwill and interest in, to and under the Marks and the registrations and pending applications therefor, together with the goodwill of that portion of Assignor's business in connection with which it has used and/or has a *bona fide* intent to use the Marks, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information and assistance as Assignee may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal of any Mark; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) obtaining any additional protection for the Marks that may be reasonably appropriate in the United States; and (4) effectuating and implementing this Assignment.

This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Executed copies of the signature pages of this Assignment sent by facsimile or transmitted electronically in either Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and each party hereto waives any rights it may have to object to such treatment.

This Assignment shall be construed by and governed in accordance with the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

This Assignment is effective as of the date hereof.

IN TESTIMONY WHEREOF, We have hereunto set our hands.

WSA GLOBAL HOLDINGS, LLC



Date: December 20, 2007

By: 

Name: MANTI PARSON

Title: CEO

SCHEDULE A

MARK	SERIAL NUMBER	GOODS/SERVICES
WORLD SHOE ASSOCIATION	Reg. No 2,613,716	Arranging and conducting international trade show exhibitions in the fields of footwear and handbags, in International Class 35 Association services, namely, promoting the interests of sales representatives of footwear manufacturers, in International Class 42
	Reg. No. 2,569,367	Arranging and conducting trade shows and exhibitions for footwear and related goods, namely handbags, in International Class 35 Association services, namely, promoting the interests of footwear manufacturers and retailers, in International Class 42
WSA IN STEP	Reg. No. 3,185,005	Books and magazines relating to footwear; stationery, stickers, bumper stickers, calendars, calendar desk pads, date books, gift cards, informational flyers relating to footwear; informational letters relating to footwear, newsletters relating to footwear; notebooks, picture postcards, printed mail response cards relating to footwear, newspapers, printed seminar notes; brochures, pamphlets and news bulletins relating to footwear, in International Class 16
WSASHOW	Reg. No. 3,242,936	Arranging and conducting trade shows and exhibitions for footwear and related goods, namely handbags, in International Class 35
WSATODAY	Reg. No. 3,203,932	Brochures about fashion, footwear and related accessories, namely handbags; bumper stickers; calendar desk pads; calendars; desk calendars; envelopes for stationery use; general feature magazines; label paper; letterhead paper; magazines featuring fashion, footwear and related accessories, namely handbags; newsletters in the field of fashion, footwear and related accessories, namely handbags; office paper stationery; office stationery; organizers for stationery use; pocket calendars; printed calendars; stationery; stickers; wall calendars, in International Class 16
WSATODAY	Reg. No. 3,203,933	Downloadable electronic publications in the nature of namely magazines and newsletters in the field of fashion, footwear and related accessories such as handbags; electronic publications, namely, magazines and newsletters featuring fashion and business news for the footwear industry recorded on computer media, in International Class 9
	Reg. No. 3,205,563	Arranging and conducting trade shows in the field of footwear and related goods, namely handbags, in International Class 35
THE COLLECTIONS AT WSA	Reg. No. 3,242,283	Calculators; carrying cases specially adapted for pocket calculators and cellphones; cases for pocket calculators; downloadable electronic publications in the nature of newsletters and magazines in the field of footwear and related accessories, namely handbags; electronic publications, namely, newsletters and magazines featuring footwear and related accessories, namely handbags

MARK	SERIAL NUMBER	GOODS/SERVICES
THE COLLECTIONS AT WSA	Reg. No. 3,242,283	<p>recorded on computer media; pocket-sized electronic calculators, in International Class 9</p> <p>Arranging and conducting business conferences; arranging and conducting of fairs and exhibitions for business and advertising purposes; arranging and conducting trade show exhibitions in the field of footwear and related accessories, namely handbags; arranging and conducting trade shows in the field of footwear and related accessories, namely handbags, in International Class 35</p>

SCHEDULE B

MARK	SERIAL NUMBER	GOODS/SERVICES
WSA IN STEP	App. No. 78/545,646	<p>Downloadable electronic publications, namely magazines and newsletters, in the field of footwear and related accessories such as handbags; electronic publications, namely, magazines and newsletters directed to the footwear industry recorded on computer media, in International Class 9</p> <p>Books and magazines relating to footwear; stationery, stickers, bumper stickers, calendars, calendar desk pads, date books, gift cards, informational flyers relating to footwear; informational letters relating to footwear, newsletters relating to footwear; notebooks, picture postcards, printed mail response cards relating to footwear, newspapers, printed seminar notes; brochures, pamphlets and news bulletins relating to footwear, in International Class 16</p> <p>Arranging and conducting trade shows and exhibitions for footwear and related goods, namely handbags, in International Class 35</p>
THE SHOEBOOK	App. No. 77/163,506	<p>Providing an online business directory for footwear and accessories professionals with listings featuring footwear and accessories vendors, footwear and accessories retailers, accessories products, and business services in the field of footwear and accessories; providing a web site which features advertisements for the goods and services of others on a global computer network; advertising and commercial information services, via the internet; vendors' and retailers' guide information; providing online information in the field of footwear and accessories; providing customer information services and making business referrals in the field of footwear and accessories, in International Class 35</p>