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To the Honorable Commissioner of Patents



attached original documents or copy thereof.

103504595

50.5/5

1. Name of conveying party(ies):

BRANDHANDLING INTERNATIONAL LIMITED

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 01.01.2008

2. Name and address of receiving party(ies)

Name: FITFLOP LIMITED

Internal Address: FIRST FLOOR

Street Address: 167-169 KENSINGTON HIGH STREET

City: LONDON State: W8 ZIP: U.K. 6SH

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative design is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

77295878 GET AWOKOUT WHILE YOU WALK. 77295912 ITS THE flip flop WITH THE GYM BUILT IN

B. Trademark Registration No.(s)

3360622 FIT FLOP

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JUDITH TOMKIN

Internal Address: FIRST FLOOR

Street Address: 167-169 KENSINGTON HIGH STREET

City: LONDON State: W8 ZIP: U.K. 6SH

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing

JUDITH TOMKIN

05.12.08

Date

Total number of pages including cover sheet, attachments and document:

Mail documents to be recorded with required cover sheet information to Commissioner of Patents & Trademarks, Box Assignments Washington, DC 20514

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**04/10/2008  
 900103799**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Brandhandling International Limited		01/01/2008	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	FitFlop Limited
<b>Street Address:</b>	167-169 Kensington High Street
<b>Internal Address:</b>	Orchard House
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	W8 6SH
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	77295878	GET A WORKOUT WHILE YOU WALK
Serial Number:	77295912	IT'S THE FLIP FLOP WITH THE "GYM" BUILT-IN!
Registration Number:	3360622	FITFLOP

**CORRESPONDENCE DATA**

Fax Number: (207)938-1828  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: +442079377887  
 Email: juditht@brandhandling.com  
 Correspondent Name: Judith Tonkin  
 Address Line 1: 167-169 Kensington High Street  
 Address Line 2: Orchard House  
 Address Line 4: London, UNITED KINGDOM W8 6SH

**DOMESTIC REPRESENTATIVE**

OP \$90.00 77295878

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

/Judith Tonkin/

Signature:

/Judith Tonkin/

Date:

04/10/2008

Total Attachments: 3

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**Fax Number:** (207)938-1828  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** +442079377887  
**Email:** judith@brandhandling.com  
**Correspondent Name:** Judith Tonkin  
**Address Line 1:** 167-169 Kensington High Street  
**Address Line 2:** Orchard House  
**Address Line 4:** London, UNITED KINGDOM W8 6SH

**DOMESTIC REPRESENTATIVE**

**Name:**  
**Address Line 1:**  
**Address Line 2:**  
**Address Line 3:**  
**Address Line 4:**

**NAME OF SUBMITTER:** /Judith Tonkin/

**Signature:** /Judith Tonkin/

**Date:** 04/10/2008

**Total Attachments: 3**

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**Fee calculated, according to the USPTO fee table**

Description	Fee code	Fee code amount	Quantity	Fee
Recording trademark assignment, agreement or other paper, first mark per document	8521	40.0	1	40.0
For second and subsequent marks in the same document	8522	25.0	2	50.0
<b>Total</b>				<b>\$90.00</b>





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04/10/2008 12:14 PM EDT



**FitFlop Ltd**  
Orchard House  
167-169 Kensington High Street  
London W8 6SH  
T: +44 845 359 9900  
F: +44 845 359 9899  
[www.thefitflop.com](http://www.thefitflop.com)

Registered Office:  
Eighth Floor 6 New Street Square  
London EC4A 3AQ  
VAT: 918 5043 24  
Company Reg. No. 06436347

## TRADEMARK ASSIGNMENT

This Assignment (“Assignment”) is made effective as of April 10<sup>th</sup>, 2008 from BrandHandling International Limited (“Assignor”), a British Virgin Islands Corporation with a principal place of business of First Floor Millennium House, Victoria Road Douglas, Isle of Man IM24RW, to FitFlop Limited (“Assignee”), a UK Limited Company with a principal place of business of 167-169 Kensington High Street, London W8 6SH, United Kingdom:

WHEREAS, ASSIGNOR is the owner of the trademarks (the “Marks”) (including any applications and/or registrations associated therewith) and other intellectual property (the “Property”) as described in Exhibit A, attached hereto and incorporated herein by reference, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks have been, are, or are intended to be used;

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


NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR’s right, title, and interest of whatever kind in and to the Marks and the Property, together with (1) the goodwill of the

business relating to the Marks as they have been or are intended to be used and for which they are registered or for which applications have been filed; (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; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks and the Property.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, of the day and year first written above.

BRANDHANDLING INTERNATIONAL LIMITED

By:  Scott Thomson

Title: Managing Director

**EXHIBIT A**

<b>MARK</b>	<b>APP. S.N.</b>	<b>REG. NO</b>
GET A WORKOUT WHILE YOU WALK	77295878	N/A
IT'S THE FLIP FLOP WITH THE GYM BUILT IN	77295912	N/A
FITFLOP	78766305	3360622