

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
Wolff Shoe Company		07/14/2008	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Back Beat, Inc.		
Street Address:	17462 Von Karman Avenue		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2215255	SUGAR	
CORRESPONDENCE DATA			
Fax Number:	(626)577-8800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	626-795-9900		
Email:	pto@cph.com		
Correspondent Name:	Christie, Parker & Hale, LLP		
Address Line 1:	P.O. Box 7068		
Address Line 4:	Pasadena, CALIFORNIA 91109-7068		
ATTORNEY DOCKET NUMBER:	62525/B844		
NAME OF SUBMITTER:	Michael J. MacDermott		
Signature:	/Michael J. MacDermott/		
Date:	07/18/2008		

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Total Attachments: 4

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Exhibit B

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of ~~12/14/08~~ ^{1/4} 2008, by and between Wolff Shoe Company, a Missouri corporation having a place of business at 1705 Larkin Williams Road, Fenton, MO 63026 (hereinafter collectively referred to as "ASSIGNOR") on the one hand, and Back Beat, Inc., a California corporation, having a place of business at 17352 Von Karman Avenue, Irvine, CA 92614 (hereinafter "ASSIGNEE") on the other hand.

WHEREAS, ASSIGNOR has adopted, used, is using or using through a licensee, or intends to use, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademark.

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR owns the Trademark registration relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Registration");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks and Registration worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees world-wide which include or are comprised of the word SUGAR;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registration worldwide and any other registered or unregistered Trademark owned or used by ASSIGNOR or any of its licensees worldwide which include or are comprised of the Trademark; and

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all right, title, and interest in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Registration set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the word SUGAR;

together with the goodwill symbolized by said Trademarks, Registration, and other registered or unregistered trademarks or service marks which include or are comprised of the word SUGAR owned or used anywhere in the world by ASSIGNOR or any of its licensees.

Executed this 14~~th~~ day of July, 2008.

WOLFF SHOE COMPANY

By: 

Name: Gary Wolff

Title: President

Date: 7-14-08

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Trademark:

SUGAR

SCHEDULE B

COUNTRY	MARK	REG. NO.	REG. DATE	CLASS
United States	SUGAR	2,215,255	12/29/1998	25

Acknowledgement

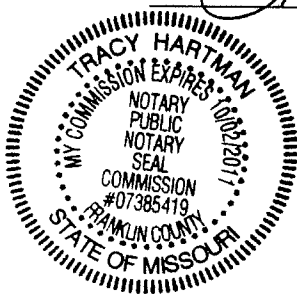
State of Missouri

County of Saint Louis

On this 14TH day of JULY in the year 2008, before me, the undersigned notary public, personally appeared GARY WOLFF, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness thereof, I hereunto set my hand and official seal.

Tracy Hartman

Notary Public



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