

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
JOEL RUSNAK		12/12/2008	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	POLLIWALKS, INC		
Street Address:	864 Bridgeport Ave		
City:	Shelton		
State/Country:	CONNECTICUT		
Postal Code:	06484		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77295290	POLLIWALKS	
Serial Number:	77305837	FOOTPRINTER BOTTOM	
Serial Number:	77305841	FUN FOR FEET	
Serial Number:	77432858	POLLIWALKS	
Serial Number:	77432864	TAIL-LITES	
Serial Number:	77432872	TOYS FOR FEET	
CORRESPONDENCE DATA			
Fax Number:	(978)927-7477		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(978) 927-7377		
Email:	agg@protectinventions.com		
Correspondent Name:	Antoinette G. Giugliano		
Address Line 1:	100 Cummings Center		
Address Line 2:	Suite 454C		
Address Line 4:	Beverly, MASSACHUSETTS 01915		

OP \$165.00 77295290

ATTORNEY DOCKET NUMBER:	0013 US TRADEMARKS
NAME OF SUBMITTER:	Antoinette G Giugliano
Signature:	/antoinette g giugliano/
Date:	12/16/2008
Total Attachments: 5 source=POLLIWALKS patent assignment#page1.tif source=POLLIWALKS patent assignment#page2.tif source=POLLIWALKS patent assignment#page3.tif source=POLLIWALKS patent assignment#page4.tif source=POLLIWALKS patent assignment#page5.tif	

PATENT & TRADEMARK ASSIGNMENT

THIS PATENT & TRADEMARK ASSIGNMENT ("Assignment") is effective as of December 18, 2008 ("Effective Date") from JOEL RUSNAK 470 Merrimac Street, Newburyport, MA 01950 ("Assignor") to POLLIWALKS, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of certain patents described in Schedule A (the "Patents") and certain trademarks described in Schedule B:

WHEREAS, Assignee and Walnut Private Equity Fund, L.P. ("Walnut") have entered into an Investment Agreement dated December 18, 2008 (the "Agreement"), which Agreement provides, among other things, for the transfer, assignment and conveyance of certain of Assignor's intellectual property rights used or usable in Assignee's business, including the Patents, as a condition precedent to the consummation of the Agreement;

WHEREAS, Assignee wishes to acquire from Assignor the entire right, title and interest in and to the Patents and Trademarks and Assignor is willing to transfer, assign and convey the Patents and Trademarks to Assignee;

WHEREAS, the parties hereto wish to evidence such assignment as set forth below:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment.

A. Patents. Assignor hereby grants, assigns and conveys to Assignee, its entire right, title and interest in and to the Patents. Assignor also hereby grants, assigns and conveys to Assignee the right to apply anywhere in the world for foreign patent(s) or the equivalent in respect of or based upon the Patents, including, but not limited to, the right to claim the benefit of any international convention or treaty including the Patent Cooperation Treaty (PCT) and to claim priority pursuant to rights accorded Assignor under the terms of the International (Paris) Convention For The Protection of Industrial Property and any and all other available international conventions and treaties. Assignor also sells, assigns and transfers to Assignee the right to assert and enforce all rights arising from the Patents with respect to any infringement of same that occurred before execution of this Assignment and to retain any monies or other damages or awards that may be received by Assignee as a result thereof.

B. Trademarks. Assignor, hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest of Assignor in and to said Trademarks, together with the good will of the business symbolized by said Trademarks, and all claims, if any, which may have arisen thereunder prior to the date of these Assignments.

2. Definitions.

A. As used herein, the "Patents" shall include those patents and applications which are listed on Schedule A, and any U.S. foreign or PCT patent filings or grants based on the inventions or subject matter disclosed therein, including, provisional, substitution, reissue, reexamination, divisional or continuation applications.

B. As used herein, Trademarks shall include those listed on Schedule B.

3. Third Party Beneficiary. Nothing expressed or implied in this Assignment is intended to confer upon any person other than Assignor, Assignee and Walnut and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

4. Limitation. This Assignment is intended to implement the provisions of the Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Walnut or Assignee thereunder. To the extent any provision of this instrument is inconsistent with the Agreement, the provisions of the Agreement shall control.

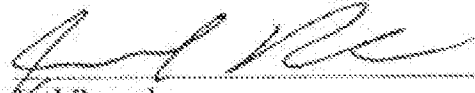
5. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

6. Further Assurances. Each of the parties hereto shall execute and deliver such further instruments and other documents as the other party may reasonably request to effectuate the purposes of, or to evidence the transactions contemplated by, this Assignment.

7. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signature thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

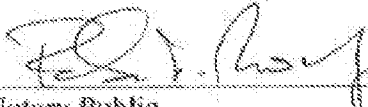
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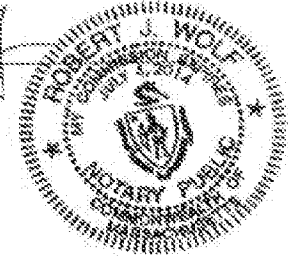
{Signature Page to Patent Assignment}


Joel Rusnak

STATE OF Massachusetts)
) : SS
COUNTY OF Essex)

On this 29th day of November, 2008, before me appeared Joel Rusnak, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Polliwalks, Inc. with authority to do so.


Notary Public



Assignment Accepted:

POLLIWALKS, Inc.

By: _____
Name: _____
Title: _____

SCHEDULE A

Patent	Serial No. Issued	Date of Issuance	Agency or Office
Animal Print Making Shoes	60/953,246	8/1/2007	USPTO
Animal Print Making Shoes	61/075,778	6/26/2008	USPTO
Shoes	12/184,417	8/1/2008	USPTO
Animal Shaped Shoes	29/282,919	8/1/2007	USPTO
Animal Print Making Shoes	PCT/US08/71921	8/1/2008	PCT
Animal Shaped Shoes	000866017-001	4/10/2008	Europe
Animal Shaped Shoes	000866017-002	4/10/2008	Europe
Animal Shaped Shoes	000866017-003	4/10/2008	Europe
Animal Shaped Shoes	000866017-004	4/10/2008	Europe
Animal Shaped Shoes	11508/2008	3/31/2008	Australia
Animal Shaped Shoes	125398	3/27/2008	Canada
Animal Shaped Shoes	3-2008-000305	4/4/2008	Philippines
Animal Shaped Shoes	45802	4/7/2008	Israel
Animal Shaped Shoes	D2008/455/G	4/21/2008	Singapore
Animal Shaped Shoes	D2008/456/G	4/21/2008	Singapore
Animal Shaped Shoes	D2008/457/G	4/21/2008	Singapore
Animal Shaped Shoes	D2008/458/G	4/21/2008	Singapore

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SCHEDULE B

Trademark	Serial No. Issued	Date of Issuance	Agency or Office
POLLIWALKS	77/295,290	10/3/2007	USPTO
POLLIWALKS	06732374	3/6/2008	Europe
POLLIWALKS	1232533	4/1/2008	Australia
POLLIWALKS	1389124	3/28/2008	Canada
POLLIWALKS	4-2008-003777	4/2/2008	Philippine
POLLIWALKS	210300/210301/210302	4/3/2008	Israel
POLLIWALKS	6666339	4/17/2008	China
POLLIWALKS	T0805131H	4/21/2008	Singapore
FOOTPRINTER BOTTOM	77/305,837	10/17/2007	USPTO
FOOTPRINTER BOTTOM	06732325	3/6/2008	Europe
FOOTPRINTER BOTTOM	1232539	4/1/2008	Australia
FOOTPRINTER BOTTOM	1389123	3/28/2008	Canada
FOOTPRINTER BOTTOM	4-2008-004135	4/10/2008	Philippine
FOOTPRINTER BOTTOM	210409	4/7/2008	Israel
FOOTPRINTER BOTTOM	6666342	4/17/2008	China
FOOTPRINTER BOTTOM	T0805002H	4/17/2008	Singapore
FUN FOR FEET	77/305,841	10/17/2007	USPTO
FUN FOR FEET	06732499	3/6/2008	Europe
FUN FOR FEET	1232536	4/1/2008	Australia
FUN FOR FEET	1389122	3/28/2008	Canada
FUN FOR FEET	4-2008-004136	4/10/2008	Philippine
FUN FOR FEET	210408	4/7/2008	Israel
FUN FOR FEET	6666341	4/17/2008	China
FUN FOR FEET	T0805005B	4/17/2008	Singapore
POLLIWALKS	77/432,858	3/27/2008	USPTO
TAIL-LITES	77/432,864	3/27/2008	USPTO
TOYS FOR FEET	77/432,872	3/27/2008	USPTO