

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DuFFS International, Inc.		03/17/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DuFFS 93 Limited
Street Address:	4 Rivermead Industrial Estate
Internal Address:	Rivermead Drive
City:	Swindon SN5 7EX
State/Country:	UNITED KINGDOM
Entity Type:	Limited Liability Company organized under the laws of England and Wales:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2939601	D
Registration Number:	2975622	
Registration Number:	1907434	DUFFS

CORRESPONDENCE DATA

Fax Number: (631)421-1451
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 631-987-8173
 Email: pbrozek@optonline.net
 Correspondent Name: Patricia A. Wilczynski Brozek
 Address Line 1: 40 Preston Street
 Address Line 4: Huntington, NEW YORK 11743

ATTORNEY DOCKET NUMBER:	DUFFS ASSIGNMNET
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DOMESTIC REPRESENTATIVE

Name:

OP \$90.00 2939601

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Patricia A. Wilczynski Brozek

Signature:

/patricia a. wilczynski brozek/

Date:

02/02/2009

Total Attachments: 9

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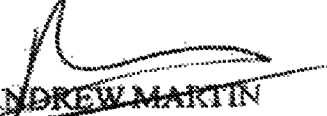
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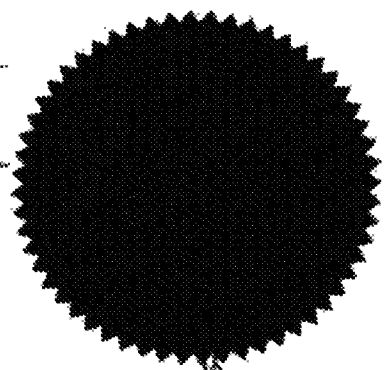
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I CERTIFY that this is (a true and complete copy of) the original document comprising a total of 9 pages (produced to me at SWINDON, ENGLAND this 17th day of September 2008 by Richard Andrew Martin who identified him/herself to me as Notary Public


RICHARD ANDREW MARTIN
NOTARY PUBLIC
87 COMMERCIAL ROAD
SWINDON WILTSHIRE ENGLAND
MY COMMISSION IS FOR LIFE AND
DOES NOT EXPIRE
QUOD ATTESTOR F9xL13



TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of March 17, 2008, by and between DuFFS 93 Limited, a limited liability company organized under the laws of England and Wales ("Assignee"), and DuFFS International, Inc., a corporation organized under the laws of the State of Delaware ("Assignor").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of even date herewith (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and assign to Assignee certain intellectual property assets of Assignor;

WHEREAS, Assignor has adopted, is using, 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, any and all designs, artwork, logos or other embodiments which have been used or are intended to be used in connection with trademarks, and all common law rights, trade name rights, causes of action, and the right to recover for past infringement, if any (collectively, the "Trademarks");

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

WHEREAS, Assignor is willing to assign to Assignee, and Assignee desires to acquire all right, title and interest as Assignor may possess in and to the Trademarks worldwide, and any other registered or unregistered trademarks owned or used by Assignor or any of its licensees worldwide, and goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Asset Purchase Agreement.
2. Assignment. Assignor hereby assigns to Assignee all right, title and interest as Assignor may possess in and to the Trademarks, as well as any other registered or unregistered trademarks owned or used anywhere in the world by Assignor or any of its licensees, together with the goodwill of any business associated therewith, all common law rights relating thereto, all income, royalties and all rights to bring action on and recover damages for past, present and future claims, demands and causes of action based thereon, if any.
3. Further Assurances. Assignor agrees to execute any additional documents and take such other actions as may be reasonably necessary to transfer to Assignee its entire right, title and interest in and to the Trademarks worldwide; provided, however, that Assignee shall bear all out-of-pocket costs associated therewith.

4. Future Use or Challenge by Assignor. Assignor will not in the future use, register or attempt to register any trademark, service mark, trade name or domain name confusingly similar to the Trademarks, or assist any Affiliate or third party in doing the same. Assignor will not challenge or assist any Affiliate or third parties in challenging Assignee's rights, title and interest in and to the Trademarks worldwide.

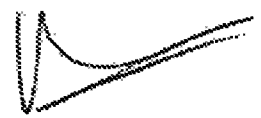
5. Representations and Warranties. Pursuant to and subject to the Asset Purchase Agreement, Assignor represents and warrants to Assignee that: (a) it has full right, power and authority to enter into this Assignment and to perform its obligations hereunder; (b) there are no other agreements or understandings to which it is a party that would be violated or breached by, or which would prevent or preclude the assignment of the Trademarks from Assignor to Assignee and the performance of Assignor's obligations hereunder; (c) there are no demands, claims, causes of action, and/or suits of any nature in connection with the Trademarks; and (d) no assignment, sale, agreement or encumbrance will be made or entered into which would conflict with this Assignment.

6. Integration with Asset Purchase Agreement Provisions. Nothing contained in this Assignment shall expand, reduce, modify or waive any rights or obligations of the parties under the Asset Purchase Agreement. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

7. Specific Performance. Assignor acknowledges and agrees that the breach of this Assignment would cause irreparable damage to Assignee and that Assignee will not have an adequate remedy at law. Therefore, the obligations of Assignor under this Assignment shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any party may have under this Assignment or otherwise.

8. Arbitration. Other than claims for which Assignee seeks injunctive relief, any controversy, dispute or claim arising under or in connection with this Assignment (including, without limitation, the existence, validity, interpretation or breach hereof and any claim based on contract, tort or statute) shall be resolved by binding arbitration pursuant to Section 12.3 of the Asset Purchase Agreement. The decision of the arbitrator in any such proceeding will be final and binding and not subject to judicial review and final judgment may be entered upon such an award in any court of competent jurisdiction, but entry of such judgment will not be required to make such award effective. An action to enforce an arbitration award may be brought in any federal or state court of competent jurisdiction. Each of the parties hereto agrees that a judgment in any such action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

9. Amendments and Waivers. This Assignment can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Assignment signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Assignment, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Assignment shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to



exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

10. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State.

11. Notices. All notices and other communications under this Assignment shall be in writing and shall be deemed given: (i) when delivered personally by hand (with written confirmation of receipt); (ii) when sent by facsimile (with written confirmation of transmission); or (iii) one business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

(a) *If to Assignor:*

DUFFS International, Inc.
c/o GenFoot America Inc.
1940 55th Avenue
Lachine, Quebec H8Z 3H3, CANADA
Attn: Richard Cook
Facsimile: (514) 341-1861

With a copy to:

Downs Rachlin Martin PLLC
Courthouse Plaza
199 Main Street
P.O. Box 190
Burlington, VT 05402-0190
Attn: Paul H. Ode, Jr.
Facsimile: (802) 862-7512

(b) *If to Assignee:*

DUFFS 93 Limited
4 Rivermead Industrial Estate
Rivermead Drive, Swindon, SN5 7EX
Attn: Alex Hall

With a copy to:

Kennedys
Longbow House
14-20 Chiswell Street
London EC1Y 4TW
Attn: Robert Dawbarn

12. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

13. Binding Effect; Assignment. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Assignment except as provided below. No assignment of this Assignment or of any rights or obligations hereunder may be made by either Assignee or Assignor (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void; provided, however, that Assignee may assign this Assignment and any or all rights or obligations hereunder: (a) to any Affiliate of Assignee; (b) to any Person from which it has borrowed money; (c) in connection with any sale by Assignee or any of its Affiliates of all the outstanding equity interests of Assignee or all or substantially all of Assignee's assets and (d) with respect to Trademarks in a particular country in connection with any sale by Assignee or any of its Affiliates of all of the Trademarks for use in such country and the goodwill of any business associated therewith. Upon any such permitted assignment, the references in this Assignment to Assignee shall also apply to any such assignee unless the context otherwise requires.

14. Nonrecourse. Except for a claim based on fraud and the Guarantor's obligations under the Guaranty: (a) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of Assignee or its Affiliates shall have any liability for any obligations or liabilities of Assignee under this Assignment of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby; and (b) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of Assignor or its Affiliates shall have any liability for any obligations or liabilities of Assignor under this Assignment of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

15. Attorneys' Fees. In the event of the bringing of any action or proceeding by either party hereto against the other party arising out of this Assignment, the party who is determined to be the prevailing party shall be entitled to recover from the other party all costs and expenses of suit or arbitration, including reasonable attorneys' fees.

16. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same document.

[Remainder of this page intentionally left blank.]



Executed by Assignor as of the date first written above.

DUFFS INTERNATIONAL, INC.,
a Delaware corporation

By: [Signature]
Name: Richard Cook
Title: Vice President

Assignee hereby accepts the foregoing assignment.

DUFFS 93 LIMITED,
a England and Wales limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA }
COUNTY OF INDIAN RIVER } ss

On this 14 day of MARCH, 2008, before me personally appeared Richard Cook to me personally known, who, being duly sworn, did say that (s)he is the Vice President of DUFFS International, Inc., and that (s)he duly executed the foregoing instrument for and on behalf of DUFFS International, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public [Signature]



STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2008, before me personally appeared _____ to me personally known, who, being duly sworn, did say that (s)he is the _____ of _____, and that (s)he duly executed the foregoing instrument for and on behalf of _____ being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said _____.

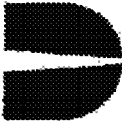
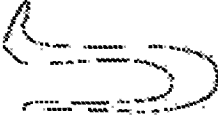
Notary Public _____

[Signature]


SCHEDULE A

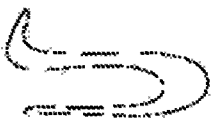
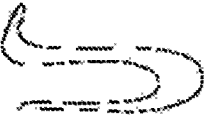
TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. REGISTRATIONS:

Mark	Reg. No.
	2,939,601
	2,975,622
DUFFS	1,907,434

NON-U.S. REGISTRATIONS:

Mark	Reg. No.
ARGENTINA	
DUFFS	1,981,632
DuFFS and Design	1,989,021
D DuFFS & Design	1,989,022
DuFFS Logo	1,982,167
DuFFS (Design)	2,063,855
AUSTRALIA	
DUFFS	715,503
BRAZIL	
DUFFS	821.066.420
CANADA	
DUFFS	499,764
DUFFS	524,605
	608,623

Mark	Res. No.
	614,561
	CHILE
DUFFS	733,241
	CHINA
DUFFS	1,273,644
	COSTA RICA
DUFFS	115,335
	CZECH REPUBLIC
DUFFS	264,280
	ECUADOR
DuFFS	22,462
	EUROPEAN UNION (CTM)
DuFFS	2,438,059
	3,100,708
D DESIGN	2,950,426
	GERMANY
DUFFS	396 17 603.8
	HONG KONG
DUFFS Logo	16319/2000
	KOREA
DuFFS	330,915
	MEXICO
DUFFS SHOES	599,929
	NEW ZEALAND
DUFFS	B266 482
	PERU
DUFFS	0053931
	RUSSIA
DuFFS	230323
	SLOVENIA

<u>Mark</u>	<u>Reg. No.</u>
DUFFS	206271036
SOUTH AFRICA	
DUFFS	96/12919
SWITZERLAND	
DUFFS	440862
TAIWAN	
DUFFS	791,318
THAILAND	
DUFFS	68761
VENEZUELA	
DUFFS	234.212-P

PENDING APPLICATIONS:

<u>Mark</u>	<u>Appl. No.</u>
JAPAN	
DuFFS	93990/2007
PANAMA	
DuFFS and Design	159455-01
PHILIPPINES	
DUFFS	4-2005-005056
SLOVAK REPUBLIC	
DUFFS	2497-2002