

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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
Trustee of The Second Bell Boys Irrevocable Trust		09/10/2009	TRUSTEE: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Jonathan Bell
<b>Street Address:</b>	1600 Hopegate Drive
<b>City:</b>	Maple Glen
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19002
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

<b>Name:</b>	Eric Bell
<b>Street Address:</b>	3760 Cara Lane
<b>City:</b>	Marietta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30062
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

<b>Name:</b>	Jordan Bell
<b>Street Address:</b>	2047 Lilac Lane
<b>City:</b>	Lafayette Hill
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19444
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	0263101	GRIPS

OP \$240.00 0263101

Registration Number:	1488554	GRIPS
Registration Number:	2012500	ICEGRIPS
Registration Number:	2082030	MAGIC SOLE
Registration Number:	1976951	ICEGRIP'S
Registration Number:	2102532	ANGLE TRED
Registration Number:	2088569	TRIMLINE
Registration Number:	2480307	21ST CENTURY
Registration Number:	2104082	ALASKA TESTED

**CORRESPONDENCE DATA**

Fax Number: (720)377-0779  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 720-377-0757  
Email: trademarks@hkh-law.com  
Correspondent Name: Karin Borke  
Address Line 1: 1660 Lincoln Street, Suite 3000  
Address Line 4: Denver, COLORADO 80264

ATTORNEY DOCKET NUMBER:	539-001-GEN
NAME OF SUBMITTER:	Karin E. Borke
Signature:	/Karin E. Borke/
Date:	09/23/2009

**Total Attachments: 5**  
source=Trademark assignment Trust to beneficiaries#page1.tif  
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**TRADEMARK ASSIGNMENT**

**PARTIES TO THE ASSIGNMENT:**

Assignor:

Trustee of the The Second Bell Boys Irrevocable Trust  
c/o Obermayer, Rebmann, Maxwell & Hippel LLP  
1617 John F. Kennedy Blvd.  
One Penn Center  
Philadelphia, PA 19103-1895  
United States

A U.S. Citizen

Assignees:

Jonathan Bell  
1600 Hopegate Drive  
Maple Glen, PA 19002  
United States

A U.S. Citizen

Eric Bell  
3760 Cara Lane  
Marietta, GA 30062  
United States

A U.S. Citizen

Jordan Bell  
2047 Lilac Lane  
Lafayette Hill, PA 19444  
United States

A U.S. Citizen

**TRADEMARKS SUBJECT TO THE ASSIGNMENT:**

Trademark ..... GRIPS  
Registration Number ..... 0263101  
Filing Date ..... June 8, 1928  
Register ..... Principal  
International Class ..... 025  
Goods/Services Description: SHOES MADE OF [ CANVAS AND ]  
RUBBER.

Trademark ..... GRIPS (and Design)  
Registration Number ..... 1488554  
Filing Date ..... March 27, 1987  
Register ..... Principal  
International Class ..... 025  
Goods/Services Description: FOOTWEAR.

Trademark.....ICEGRIPS  
Registration Number..... 2012500  
Filing Date.....October 25, 1994  
Register ..... Principal  
International Class..... 025  
Goods/Services Description: slip-resistant footwear, namely sandals,  
overshoes, over-the-sock footwear, non-skin attachments for footwear,  
and soles for footwear.

Trademark.....MAGIC SOLE  
Registration Number..... 2082030  
Filing Date.....April 13, 1995  
Register ..... Principal  
International Class..... 025  
Goods/Services Description: slip-resistant footwear

Trademark.....ICEGRIPS (and design)  
Registration Number..... 1976951  
Filing Date..... August 15, 1995  
Register ..... Principal  
International Class..... 025  
Goods/Services Description: slip-resistant footwear, namely removable  
safety attachments with safety spikes that fit over the soles and heels of  
footwear.

Trademark.....ANGLE TRED  
Registration Number..... 2102532  
Filing Date.....April 13, 1995  
Register ..... Principal  
International Class..... 025  
Goods/Services Description: soles forming a component of non-slip  
footwear

Trademark.....TRIMLINE  
Registration Number..... 2088569  
Filing Date.....June 20, 1995  
Register ..... Principal  
International Class..... 025  
Goods/Services Description: non-skid safety footwear that slips over  
shoes or boots and can be cut to fit.

Trademark.....21ST CENTURY  
Registration Number..... 2480307  
Filing Date.....May 19, 1998  
Register ..... Principal  
International Class..... 025  
Goods/Services Description: Slip-resistant footwear, namely, sandals,  
overshoes, over-the-sock footwear, non-slip attachments for footwear,  
namely, removable attachments with spikes that fit over the soles and  
heels of footwear, and non-slip outer soles for footwear.

Trademark..... ALASKA TESTED  
Registration Number..... 2104082  
Filing Date..... January 17, 1996  
Register..... Principal  
International Class..... 025  
Goods/Services Description: footwear

WHEREAS, the Assignor, trustee of the Second Bell Boys Irrevocable Trust dated May 31, 1997 (the "Trust"), is the owner of all right title and interest in and to the Trademarks identified above (collectively, the "Trademark Rights");

Whereas, the Trademark Rights are subject to trademark license agreements (the "Licenses") entered between the Trust and Joneric Products, Inc., a Pennsylvania corporation ("Joneric") for Joneric's use of the Trademark Rights in connection with the sale of its products.

WHEREAS, in connection with the final distribution to the beneficiaries upon termination of the Trust, Assignor wishes to assign the Trademark Rights and the goodwill of the business associated therewith, or that portion of the goodwill of the business to which the Trademark Rights pertain, as required by § 10 of the Lanham Act; and

WHEREAS, Assignees, individuals residing at the location identified above and beneficiaries of the Trust, desire to acquire all of Assignor's right, title, and interest in and to the Trademark Rights, together with that portion of goodwill of the business to which the Trademark Rights pertain, and to assume the Licenses with Joneric in connection with the acquisition of the Trademark Rights;

NOW THEREFORE, pursuant to the terms of the Receipt and Release Agreement entered by the Assignor and Assignees on ~~Sept 14~~ 2009 memorializing the final distribution to beneficiaries upon termination of the Trust, Assignor has transferred, assigned, and conveyed, and hereby, transfers, assigns, and conveys unto Assignees, their successors and assigns, Assignor's entire right, title, and interest in and to the Trademark Rights, in the United States of America and any foreign countries, together with that portion of the goodwill associated with the business to which the Trademark Rights pertain, all common-law rights related thereto, all rights of registration, renewal, and extension, and the right to recover for claims of damages and profits for past infringements thereof; and

Assignor has assigned and hereby assigns unto Assignees, their successors and assigns the Licenses and Assignees hereby assume all rights and obligations as the licensor under the Licenses; and

Assignor further represents and warrants that Assignor has the right, title, and authority to execute this Trademark Assignment and to convey all right, title, and interest in the Trademark Rights and the Licenses, and that Assignor has not conveyed nor will convey hereafter the Trademark Rights to a third party; and Assignor hereby covenants and agrees with the Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations, and that Assignor and Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of Assignee, its successors, and assigns, execute and deliver such additional papers, instruments, and writings and do such additional acts as said Assignee, its successors, and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Trademark Rights, including giving testimony in any proceedings or transactions involving the Trademark Rights and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

IN TESTIMONY WHEREOF, said ASSIGNOR hereunto sets its hand on the date indicated below:

MICHAEL C. RICHMAN AS TRUSTEE OF THE SECOND BELL BOYS IRREVOCABLE TRUST

Michael C. Richman  
(signature of assignor or representative)

Dated: 9-10-09

By: Michael C. Richman  
(printed name)

*Commonwealth*  
STATE OF PENNSYLVANIA  
COUNTY OF *Philadelphia*)

On 9/10/09 before me, Patricia Sheridan a Notary Public, personally appeared Michael C. Richman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

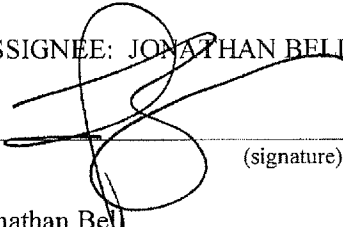
I certify under PENALTY OF PERJURY under the laws of the State of Pennsylvania that the foregoing is true and correct.

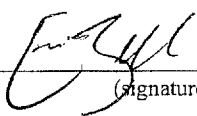
Signature *Patricia Sheridan* SEAL

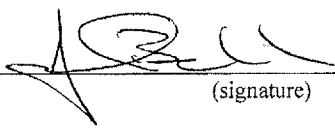
**COMMONWEALTH OF PENNSYLVANIA**  
**NOTARIAL SEAL**  
PATRICIA A. SHERIDAN, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires January 23, 2013

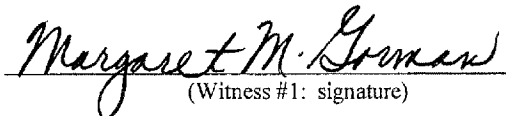
SAID ASSIGNEE HEREBY acknowledges the aforesaid statements and accepts the aforesaid assignment, transfer, and conveyance of the Trademark Rights and the associated goodwill;

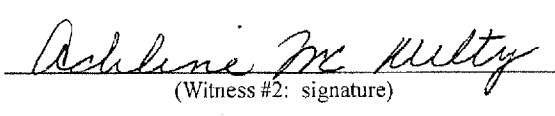
AND, IN TESTIMONY WHEREOF, said ASSIGNEES hereunto sets their hands on the date indicated below.

ASSIGNEE: JONATHAN BELL  
Dated: 9-10-09 \_\_\_\_\_  
  
(signature)  
Jonathan Bell  
(printed name)

ASSIGNEE: ERIC BELL  
Dated: 9-10-09 \_\_\_\_\_  
  
(signature)  
Eric Bell  
(printed name)

ASSIGNEE: JORDAN BELL  
Dated: 9-10-09 \_\_\_\_\_  
  
(signature)  
Jordan Bell  
(printed name)

  
(Witness #1: signature)

  
(Witness #2: signature)

MARGARET M. GORMAN  
(Witness #1: printed name)

ADELIN E MC MULTRY  
(Witness #2: printed name)