

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
Shape Up Shoes, LLC		10/21/2009	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Skechers U.S.A., Inc. II		
Street Address:	228 Manhattan Beach Blvd.		
City:	Manhattan Beach		
State/Country:	CALIFORNIA		
Postal Code:	90266		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77663206	SHAPEUPSHOES	
CORRESPONDENCE DATA			
Fax Number:	(310)557-1540		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3105571511		
Email:	mlerner@kleinbergler.com		
Correspondent Name:	Marshall A. Lerner		
Address Line 1:	1875 Century Park East		
Address Line 2:	Suite 1150		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	210859.20696		
NAME OF SUBMITTER:	Marshall A. Lerner		
Signature:	/Marshall A. Lerner/		

OP \$40.00 77663206

Date:

12/08/2009

Total Attachments: 1

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made by Shape Up Shoes, LLC, a Georgia limited liability company with an office at 3777 Peachtree Road, Suite 1126, Atlanta, GA 30319 ("Assignor"), to and in favor of Skechers U.S.A., Inc. II, a Delaware corporation with an office at 228 Manhattan Beach Boulevard, Manhattan Beach, California 90266 ("Assignee"), as assignee, with reference to the following facts and circumstances:

Assignor is the proprietor of the following Trademark application in the United States (the "Trademark"):

Trademark	Application No.	Filing Date
SHAPEUPSHOES	77/663,206	February 4, 2009

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark and related rights, including Assignor's portion of the business to which the mark pertains and the goodwill of the Assignor with respect to the mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all right, title and interest of Assignor in and to the Trademark, including without limitation, the Trademark application identified above, together with the goodwill of the business symbolized by the mark, as well as its entire right, title and interest in and to any and all common law rights to the Trademark, and any and all claims and demands it may have either at law or in equity arising out of any past infringements.

Assignor does hereby expressly agree that procedures be taken with the United States Patent and Trademark Office singly by Assignee to record the transfer of the Trademark to Assignee.

In testimony whereof, Assignor has caused this Assignment to be executed by its officer thereunto duly authorized.

Shape Up Shoes, LLC

Dated: October 21, 2009

By: Trammell Wilson
Name: Trammell Wilson
Title: President

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