

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OTB Footwear LLC		01/22/2010	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	NEW BALANCE ATHLETIC SHOE, INC.		
Street Address:	20 Guest Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02135		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77883287	OVER THE BEACH	
CORRESPONDENCE DATA			
Fax Number:	(617)787-9355		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6177797623		
Email:	daniel.mckinnon@newbalance.com		
Correspondent Name:	Daniel J. McKinnon		
Address Line 1:	20 Guest Street		
Address Line 4:	Boston, MASSACHUSETTS 02135		
ATTORNEY DOCKET NUMBER:	TM2010OTB		
NAME OF SUBMITTER:	Daniel J. McKinnon		
Signature:	/daniel j. mckinnon/		
Date:	01/22/2010		

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Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 22 day of January, 2010, by and between OTB Footwear LLC, a limited liability company organized and existing under the laws of Massachusetts, and having a usual place of business at 18 Cliff Avenue, Scituate, Massachusetts 02066 ("Assignor") and New Balance Athletic Shoe, Inc., a corporation organized and existing under the laws of Massachusetts, and having a usual place of business at 20 Guest Street, Boston, MA 02135 ("Assignee").

WHEREAS, Assignor is the Applicant of record of U.S. trademark application Serial Number 77883287, for the mark OVER THE BEACH, which application was filed on December 1, 2009, based on a *bona fide* intent to use the Mark in commerce. (the "Mark");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Mark and the goodwill of the business symbolized thereby;

WHEREAS, pursuant to the Purchase Agreement, Assignor now wishes to memorialize the assignment of the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Mark to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Mark (including any common law rights that may exist and are associated therewith, and any applications or registrations therefor), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: OTB Footwear LLC

Name: _____
Signature: Daniel Ellis
Title: President

NOTARIZATION

On this ____ day of _____, 2010, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Maureen Bott
Signature of Notary

(Seal)

My Commission Expires: 4/1/16

ASSIGNEE: NEW BALANCE ATHLETIC SHOE, INC.

Name: _____
Signature: John E. Larsen
Title: Vice President

On this ____ day of _____, 2010, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free

Maureen Bott
Signature of Notary

(Seal)

My Commission Expires: 4-1-16