

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/10/2009		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Fulcrum Properties, Inc.		11/10/2009	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
Name:	Happy Feet USA, Inc.		
Street Address:	1101 North Keller Rd.		
Internal Address:	Suite D		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32810		
Entity Type:	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	77717629	BECAUSE EVERYTHING RESTS ON YOUR FEET	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(407)841-2343		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	407-841-2330		
Email:	adoppelt@addmg.com		
Correspondent Name:	Ava K. Doppelt		
Address Line 1:	255 S. Orange Avenue		
Address Line 2:	Suite 1401		
Address Line 4:	Orlando, FLORIDA 32801		
ATTORNEY DOCKET NUMBER:	111106		
NAME OF SUBMITTER:	Ava K. Doppelt		

OP \$40.00 77717629

**900155396**

**TRADEMARK  
 REEL: 004154 FRAME: 0499**

Signature:	/Ava K. Doppelt/
Date:	02/23/2010
Total Attachments: 3 source=LC1982#page1.tif source=LC1982#page2.tif source=LC1982#page3.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS NUNC PRO TUNC ASSIGNMENT** dated the 10<sup>th</sup> day of November, 2009 (the "Assignment") is between **Fulcrum Properties, Inc.**, a company organized under the laws of the State of Florida (the "Assignor"); and **Happy Feet USA, Inc.** a company organized under the laws of the State of Florida (the "Assignee").

### BACKGROUND

- A. The Assignor was, as of October 1, 2009, the legal and beneficial owner of the Intellectual Property Rights set forth herein (including, without limitation, the Registered Intellectual Property).
- B. On October 1, 2009, the Assignor did transfer and assign the Intellectual Property Rights (including, without limitation, the Registered Intellectual Property) to the Assignee on the terms set out in this Assignment.
- C. Assignor wishes to confirm and ratify said assignment of the Intellectual Property Rights **nunc pro tunc** as of October 1, 2009.

### **1. INTELLECTUAL PROPERTY RIGHTS**

The rights transferred under this agreement (the "Intellectual Property Rights") include any and all trademarks and service marks (together with the goodwill of the business symbolized thereby), trade dress, trade names, business names, domain names, rights in goodwill, designs and rights in designs, copyright and related rights (including rights in computer programs), database rights, patents, know-how, inventions, discoveries and improvements, confidential information, agreements and licenses, including the January 9, 2007 confidential settlement agreement with BestSole, Inc. and corresponding causes of action thereon, and all applications to register and rights to apply for registration of any of the foregoing rights throughout the world, together with all other rights of a similar or corresponding character which now, or in the future, may subsist in any part of the world as registered patents, trademarks, designs and any applications therefor as detailed in Schedule A, as well as the technology related thereto (the "Registered Intellectual Property") and any technology arising or have arisen in connection with Assignor's business anywhere in the world, and all prior causes of action or right which may have accrued prior to the date of the assignments.

### **2. ASSIGNMENT**

IN CONSIDERATION OF TEN DOLLARS (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, Assignor as legal and beneficial owner, does hereby affirm, ratify and confirm the October 1, 2009 assignment to the Assignee of its right, title and interest in and to any and all Intellectual Property Rights as defined above (including, without limitation, the Registered Intellectual Property) owned by it, together with assignment of all the rights of action, powers and benefits belonging to the same, including the right to sue for and obtain damages and other relief in respect of any infringement and/or any violation of any common law rights (whether past, present or future) in the Intellectual Property Rights and for the Assignee, its successors and assigns to hold, use, exercise and enjoy the same unto the Assignee absolutely for the whole period of such rights for the time being capable of being assigned by the Assignor together with any and all renewals, reversions and extensions throughout the world.

### **3. FURTHER ACTS**

The Assignor will, upon the written request, and at the cost and expense of the Assignee, execute all such further assignments, transfers, deeds, documents or other assurances and do all further acts and things as the Assignee may reasonably request in order to enable the Assignee to become registered as the proprietor of the Intellectual Property Rights and otherwise to secure the benefit of the Intellectual Property Rights assigned under this Assignment.

**4. REPRESENTATIONS AND WARRANTIES**

Assignor represents and warrants to Assignee that:

- (a) it owns or did own all the Intellectual Property Rights and the delivery and execution of this Assignment shall not conflict with or result in a breach of or constitute a default under (i) any judgment, order, injunction, decree, regulation or ruling of any court or governmental authority to which Assignor is subject, or (ii) any agreement, license, contract or commitment to which Assignor is a party;
- (b) the Intellectual Property Rights are not subject to any liens, mortgages, charges or other security interests and title to the Intellectual Property Rights will transfer on a free and unencumbered basis; and
- (c) to the best of Assignor's information and belief, the Intellectual Property Rights do not infringe the rights of any third party.

**5. INDEMNIFICATION**


Assignor shall defend, indemnify and hold Assignee harmless from any and all damages, liabilities, claims, judgments, expenses, including reasonable attorneys' fees and settlement costs, arising out of Assignor's breach of any representation, warranty or other provision of this Assignment made by or applicable to Assignor.

**6. COUNTERPARTS**

This Assignment may be executed in more than one counterpart each of which shall be deemed and shall come into force once both the Assignor and Assignee have executed and delivered such a counterpart in identical form.

**FULCRUM PROPERTIES, INC.**

Assignor

Signature: 

Print Name: Bryan Thomas

Title: Vice President

Date: 11-10-09

**HAPPY FEET USA, INC.**

Assignee

Signature: 

Print Name: Fred Van Assche

Title: CEO

Date: 11-10-09

