

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                         |
|----------------------------------|--|-----------------------|-------------------------|
| SUBMISSION TYPE:                 | NEW ASSIGNMENT   |                       |                         |
| NATURE OF CONVEYANCE:            | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                         |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                         |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>      |
| Pinnacle Brand Group, Inc.       |  | 05/01/2010            | CORPORATION: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                         |
| <b>Name:</b>                     | DSW Shoe Warehouse, Inc.   |                       |                         |
| <b>Street Address:</b>           | 810 DSW Drive  |                       |                         |
| <b>City:</b>                     | Columbus   |                       |                         |
| <b>State/Country:</b>            | OHIO   |                       |                         |
| <b>Postal Code:</b>              | 43219  |                       |                         |
| <b>Entity Type:</b>              | CORPORATION: MISSOURI  |                       |                         |
| <b>PROPERTY NUMBERS Total: 2</b> |  |                       |                         |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                         |
| Registration Number:             | 3416290  | ASTON GREY COLLECTION |                         |
| Registration Number:             | 3416291  | ASTON GREY SPORT      |                         |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                         |
| <b>Fax Number:</b>               | (614)872-1475  |                       |                         |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                         |
| <b>Phone:</b>                    | 614-872-1477   |                       |                         |
| <b>Email:</b>                    | miriamshoap@dswinc.com   |                       |                         |
| <b>Correspondent Name:</b>       | Miriam Shoap   |                       |                         |
| <b>Address Line 1:</b>           | 810 DSW Drive  |                       |                         |
| <b>Address Line 4:</b>           | Columbus, OHIO 43219   |                       |                         |
| <b>NAME OF SUBMITTER:</b>        | Miriam Shoap   |                       |                         |
| <b>Signature:</b>                | /s/ Miriam Shoap   |                       |                         |
| <b>Date:</b>                     | 05/03/2010   |                       |                         |
| Total Attachments: 3             |  |                       |                         |

OP \$65.00 3416290

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## Assignment Agreement

This Assignment Agreement (this "Assignment") is made and entered into effective as of May 1, 2010 ("the Effective Date") by Pinnacle Brand Group, Inc., a California corporation, having a place of business at 1041 Market Street, Suite 309, San Diego, California 92101 (the "Assignor"), and DSW Shoe Warehouse Inc., a Missouri corporation, having a place of business at 810 DSW Drive, Columbus, Ohio 43219 (the "Assignee").

WHEREAS, Assignor owns the trademarks and registrations therefor identified on Schedule 1 (the "Marks"), attached hereto;

WHEREAS, Assignor wishes to assign the Marks to Assignee;

WHEREAS, Assignee wishes to accept the assignment of the Marks.

NOW, THEREFORE, for U.S. \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Assignor's Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all liens, including, but not limited to, the Assignor's Marks; all rights to apply for registrations for any thereof and any other rights corresponding thereto; with full benefit or priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have for past infringements of the Assignor's Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successor and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor hereby acknowledges and confirms that it has the legal title to the Marks and right to assign the Marks to Assignee, and will indemnify, defend, and hold harmless Assignee and its affiliates, subsidiaries, directors, employees and agents, from and against any liabilities, claims and expenses (including reasonable attorneys' fees) brought against Assignee (i) as a result of Assignor's assignment to Assignee, (ii) as a result of any known outstanding or previous infringement matters, and (iii) as a result of Assignor's breach or alleged breach of any of its obligations, representations and warranties contained herein. Assignor fully represents and warrants to Assignee that it has no knowledge of any past or pending infringement claims asserted in connection with the use of the Marks.

3. Assignor hereby agrees that it shall and shall cause each of its affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in this Assignment, render effective the transactions contemplated hereby, more effectively to vest in Assignee beneficial and record title of the Assignor's Marks, and to put Assignee in actual possession and operating control of such Assignor's Marks.

4. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

5. This Assignment shall be binding upon Assignor, Assignee and each respective successors and assigns and shall inure to the benefit of the Assignor and Assignee and respective successors and assigns.

6. This Assignment shall be governed by, and construed in accordance with, the laws of the United States with respect to trademark issues and in all other respects by the laws of the State of Ohio, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment Agreement to be executed by a duly authorized representative to be effective as of the date set forth above.

**Assignee:**

**DSW Shoe Warehouse Inc.  
a Missouri corporation**

By: Deborah Lynn Ferrell

Title: Vice Chairman +  
Chief Merchandising  
Officer

**Assignor:**

**Pinnacle Brand Group, Inc.,  
a California corporation**

By: Keri R. Goolsby

Title: PRESIDENT

**Schedule 1**  
**Trademarks Assigned by Pinnacle Brand Group, Inc. Corporation**  
**to**  
**DSW Shoe Warehouse Inc.**

1. United States Registration No 3416290 for **ASTON GREY COLLECTION** trademark for footwear, namely, shoes boots, and athletic shoes.
2. United States Registration No 3416291 for **ASTON GREY SPORT** trademark for footwear, namely, shoes, boots, and athletic shoes.