

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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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 |
| Michael H. O'Brien | | 07/30/2010 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Keuka Footwear, Inc. | | |
| Street Address: | 130 Main Street | | |
| Internal Address: | P.O. Box 693 | | |
| City: | Penn Ya | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 14527 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3175006 | SUREGRIP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)541-3372 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 404-815-6500 | | |
| Email: | tadmin@kilpatricktownsend.com | | |
| Correspondent Name: | William H. Brewster | | |
| Address Line 1: | 1100 Peachtree Street, Suite 2800 | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | G2120/049438 | | |
| NAME OF SUBMITTER: | Tywanda Harris Lord | | |
| Signature: | /thl/ | | |
| Date: | 01/05/2011 | | |

OP \$40.00 3175006

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Assignment is made as of July 30, 2010 by and between Michael H. O'Brien, an individual ("Assignor"), and Keuka Footwear, Inc., a Delaware corporation ("Assignee").

Assignor is the exclusive owner of all right, title and interest in and to the trademark SUREGRIP, registered with the United States Patent and Trademark Office, Registration Number 3175006 (the "Trademark").

Assignor wishes to assign, and Assignee desires to acquire, all right, title and interest in and to the Trademark.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all right, title and interest in and to the Trademark, including but not limited to all registrations, extensions and renewals of the Trademark, all goodwill associated with the Trademark, the right to sue for past, present and future infringement of the Trademark, the right to assume any licenses connected with the Trademark and the right to any other claim arising out of or relating to the use and ownership of the Trademark.
2. **Representations and Warranties.** Assignor represents and warrants to Assignee that: (1) Assignor possesses all right, title and interest in and to the Trademark; (2) the Trademark is valid and subsisting and free of any security interest, license or other restriction; (3) the Trademark is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge; (4) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the knowledge of Assignor, is threatened which challenges the legality, validity, enforceability, use, or ownership of the Trademark; and (5) Assignor has never agreed to indemnify any person for or against any interference, infringement, misappropriation, or other conflict with respect to the Trademark.
3. **Further Assurances.** Assignor agrees to perform any further acts and execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Assignment.
4. **Successors and Assigns.** This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
5. **Governing Law.** This Assignment shall be governed by the laws of the State of New York, without giving effect to its conflicts of laws principles.

ASSIGNOR

Michael H. O'Brien
Michael H. O'Brien

STATE OF NEW YORK)
COUNTY OF Yates) ss.:

On the 30 day of July, in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael H. O'Brien, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SUSAN K. ANDERSEN
Notary Public, State of New York
Yates County, No. 01AN4982156
Commission Expires May 28, 2011

Susan K. Andersen
Notary Public

ASSIGNEE

Michael O'Brien
Keuka Footwear, Inc.