

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
FOOT PETALS, LLC		01/27/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	R.G. BARRY INTERNATIONAL, INC.
Street Address:	13405 Yarmouth Road NW
City:	Pickerington
State/Country:	OHIO
Postal Code:	43147
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	3787946	SPORTY SOLES
Registration Number:	3385182	ROYAL TREATMENT
Registration Number:	3441991	PEDI FUME
Registration Number:	3600008	SEXY SOLES
Registration Number:	3441990	SWEATY PEDI
Registration Number:	3097214	CUSHI
Registration Number:	3008330	FOOT PETALS
Registration Number:	3118923	KILLER KUSHIONZ
Registration Number:	3291389	FAB FEET
Registration Number:	3118922	STRAPPY STRIPS
Registration Number:	3281016	HAUTE HEELZ
Registration Number:	3000057	HEAVENLY HEELZ
Registration Number:	3056857	TIP TOES
Registration Number:	3420947	PERFECT POLISH

CH \$1115.00 3787946

Registration Number:	3190753	FANCY FEET
Registration Number:	3865684	FOOT PETALS
Registration Number:	3416087	SEXY SOLE-UTIONZ
Serial Number:	77908800	THE ORIGINAL DESIGNER INSOLE
Serial Number:	85069308	
Serial Number:	85037769	
Serial Number:	85036810	
Serial Number:	85036769	
Serial Number:	85036716	
Serial Number:	85026159	
Serial Number:	85025113	HEAVENLY FIT
Serial Number:	77962006	UP ON A PEDI-STAL
Serial Number:	77961969	GONE TO A MASQUERADE
Serial Number:	77961951	SWEPT OFF MY FEET
Serial Number:	77961927	MISERY LOVES COMPANY
Serial Number:	77828475	SOCK-A-BYE BABY
Serial Number:	77962073	STILETTO-2-GO
Serial Number:	77277290	GLAMOUR TOEZ
Serial Number:	77881053	PETALS
Serial Number:	76576749	SOLE KINGS
Serial Number:	77847410	FAB FEET
Serial Number:	77847391	FANCY FEET
Serial Number:	77849635	TINA ALDATZ
Serial Number:	77869256	FOOT PETALS
Serial Number:	77754198	SHOE EMERGENCY KIT
Serial Number:	77580946	FLEXYFEET
Serial Number:	77482023	SPALUX
Serial Number:	77385202	SEXY SOLE-UTIONZ
Serial Number:	77355655	AMAZING ARCHES
Serial Number:	77958361	SOLE STOPPERZ

CORRESPONDENCE DATA

Fax Number: (202)533-9099

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (202) 467-8800

Email: iplaw@vorys.com

TRADEMARK
REEL: 004467 FRAME: 0251

Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: P.O. Box 2255
Address Line 2: IPLaw@Vorys
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	RGBARRY/FOOTPETALSASSJCM
NAME OF SUBMITTER:	Joan C. Makley
Signature:	/Joan C. Makley/
Date:	02/03/2011

Total Attachments: 14

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of January 27, 2011 ("Effective Date") by and between FOOT PETALS, LLC, a California limited liability company with offices at 3385 Bandit Circle, Huntington Beach, California 92649 ("Assignor"), and R.G. BARRY INTERNATIONAL, INC., an Ohio corporation with offices at 13405 Yarmouth Road, N.W., Pinkerington, OH 43147 ("Assignee").

WHEREAS, Assignor is engaged in the business of marketing and selling insoles, arch supports and other cushions or technology for use with footwear to promote comfort and/or stability and other foot care related products (the "Business");

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee dated the 27th day of January, 2011 ("**Agreement**"), Assignor has agreed to sell, assign and transfer to Assignee the right, title and interest in and to all Intellectual Property Assets (as defined below) owned or licensed by Assignor in connection with the operation of the Business, which includes, but is not limited to, the Intellectual Property Assets listed in Exhibits A1-A5 attached hereto; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Intellectual Property Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and set over to Assignee any worldwide right, title and interest and any future rights, in and to the Intellectual Property Assets together with all rights to:

(i) all patents, patent applications, inventions and discoveries that may or may not be patentable or patented, which are owned by or licensed to Foot Petals (whether United States or foreign) including, but not limited to, those listed on Exhibit A-1 ("Patents"); (ii) all assumed and fictitious business names, trade names, registered and unregistered trademarks, service marks and applications owned by or licensed to Seller (whether United States or foreign) including the name "Foot Petals" and all derivations thereof and along with all related goodwill including, but not limited to, those listed on Exhibit A-2 ("Marks"); (iii) all registered and unregistered copyrights in both published works and unpublished works (whether United States or foreign) including, but not limited to, those listed on Exhibit A-3 ("Copyrights"); (iv) all internet web site names, internet domain names, social media site names and the like including, but not limited to, those listed on Exhibit A-4 ("Net Names"); (v) all know-how, trade secrets, confidential or proprietary information, customer lists, software, technical information, data, process technology, plans, drawings, blue prints and the like ("Trade Secrets"); and (v) all computer software and subsequent versions and releases thereof, including source code, object, executable or binary code, objects, comments, screens, user interfaces, report formats, templates, menus, buttons and icons and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith including, but not limited to, those listed on Exhibit A-5 ("Software)," and together with "Patents," "Marks," "Copyrights," "Net Names" and Trade Secrets," collectively, the "Intellectual Property Assets") including all worldwide interests therein, all applications and registrations therefor, the right to secure any registrations, renewals, or extensions therefor throughout the world in Assignee's name as the sole owner

thereof, and the right to bring suit, collect damages and pursue all remedies for past infringement thereof.

Assignor undertakes that upon the request of Assignee or its designees, Assignor and/or its successor(s), or legal representatives, shall make all rightful oaths, testify on behalf of Assignee or its designees in matters involving this Agreement and the Intellectual Property Assets, and do all other lawful acts necessary to carry out the intent of this Agreement as well as to provide such other material, information, executed documents and assistance to Assignee or its designees, as will be considered necessary in connection therewith at Assignee's sole discretion.

This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors, heirs, executors, legal representatives and permitted assigns. In the event of a conflict between the terms of this Assignment and the terms of the Agreement, then the terms of the Agreement shall control.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be duly executed effective as of the Effective Date.


FOOT PETALS, LLC

By: _____

Print Name: _____

Title: _____

Date: _____


Tina G. Aldatz
President
January 27, 2011

R.G. BARRY INTERNATIONAL, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

thereof, and the right to bring suit, collect damages and pursue all remedies for past infringement thereof.

Assignor undertakes that upon the request of Assignee or its designees, Assignor and/or its successor(s), or legal representatives, shall make all rightful oaths, testify on behalf of Assignee or its designees in matters involving this Agreement and the Intellectual Property Assets, and do all other lawful acts necessary to carry out the intent of this Agreement as well as to provide such other material, information, executed documents and assistance to Assignee or its designees, as will be considered necessary in connection therewith at Assignee's sole discretion.

This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors, heirs, executors, legal representatives and permitted assigns. In the event of a conflict between the terms of this Assignment and the terms of the Agreement, then the terms of the Agreement shall control.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be duly executed effective as of the Effective Date.

FOOT PETALS, LLC

By: _____
Print Name: _____
Title: _____
Date: _____

R.G. BARRY INTERNATIONAL, INC.

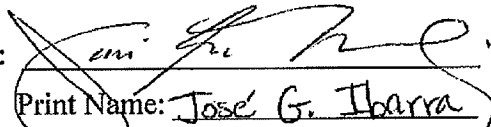
By: 
Print Name: Jose G. Ibarra
Title: Secretary + Treasurer
Date: January 26, 2011

EXHIBIT A-1

Patents

FPL Patents - Pending and Registered (as of 01-10-11)

<i>File No</i>	<i>Country</i>	<i>Serial No</i>	<i>Patent No</i>	<i>Title</i>	<i>Status</i>
FPL.P0001	UNITED STATES	29/349,120		SHOE STRETCHER (D)	PENDING
FPL.P0002	UNITED STATES	29/349,815		FOOT PAD (D)	PENDING

EXHIBIT A-2

Marks

FPL Trademarks - Pending and Registered (as of 01-10-11)

<i>FILE NO</i>	<i>COUNTRY</i>	<i>MARK</i>	<i>SERIAL NO</i>	<i>REG NO</i>	<i>STATUS</i>
FPL.T0001-AU	AUSTRALIA	FOOT PETALS	1310161		PENDING
FPL.T0002-AU	AUSTRALIA	FOOT PETALS (Stylised & Device)		932324	REGISTERED
FPL.T0001-WO	BELARUS	FOOT PETALS	1029870		PENDING
FPL.T0001-WO	BOSNIA	FOOT PETALS	1029870		PENDING
FPL.T0004-CA	CANADA	FAB FEET	1,459,856		PENDING
FPL.T0001-CA	CANADA	FOOT PETALS AND DESIGN	1,263,121	TMA688,563	REGISTERED
FPL.T0002-CA	CANADA	FANCY FEET	1,288,846	TMA788,446	REGISTERED
FPL.T0003-CA	CANADA	FOOT PETALS (word alone)	1,459,853		PENDING
FPL.T0005-CA	CANADA	FANCY FEET	1,459,855		PENDING
FPL.T0003-CN	CHINA	FAB FEET	7879906		PENDING
FPL.T0002-CN	CHINA	FOOT PETALS (Word Alone)	7879905		PENDING
FPL.T0001-CN	CHINA	FOOT PETALS AND DESIGN	4771737	4771737	REGISTERED
FPL.T0001-WO	CROATIA	FOOT PETALS	1029870		PENDING
FPL.T0001-EM	EUROPEAN COMMUNI	FOOT PETALS AND DESIGN	4041299	4041299	REGISTERED
FPL.T0001-WO	EUROPEAN COMMUNI	FOOT PETALS	1029870		REGISTERED
FPL.T0001-WO	GERMANY	FOOT PETALS	30 2009 023 550		PENDING
FPL.T0001-HK	HONG KONG	FOOT PETALS AND DESIGN	300462906	300462906	REGISTERED
FPL.T0001-IN	INDIA	FOOT PETALS	1939490		PENDING
FPL.T0001-WO	INTERNATIONAL	FOOT PETALS	1029870	1029870	REGISTERED

Monday, January 10, 2011

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<i>FILE NO</i>	<i>COUNTRY</i>	<i>MARK</i>	<i>SERIAL NO</i>	<i>REG NO</i>	<i>STATUS</i>
FPL.T0001-JP	JAPAN	FOOT PETALS AND DESIGN	2005-57182	4921369	REGISTERED
FPL.T0002-JP	JAPAN	FOOT PETALS			PENDING
FPL.T0001-WO	JAPAN	FOOT PETALS	2010-351859		PENDING
FPL.T0001-KR	KOREA	FOOT PETALS	40-2009-0035148	838437	REGISTERED
FPL.T0001-MY	MALAYSIA	FOOT PETALS	2009/13561		PENDING
FPL.T0001-WO	MOLDOVA	FOOT PETALS	1029870		PENDING
FPL.T0001-WO	NORWAY	FOOT PETALS	1029870		PENDING
FPL.T0001-NO	NORWAY	FOOT PETALS	200912225	255285	REGISTERED
FPL.T0001-PH	PHILIPPINES	FOOT PETALS	4-2009-007415	4-2009-007415	REGISTERED
FPL.T0001-RU	RUSSIA	FOOT PETALS	2009731549		PENDING
FPL.T0001-WO	RUSSIA	FOOT PETALS	1029870		PENDING
FPL.T0001-SA	SAUDI ARABIA	FOOT PETALS	149122		PENDING
FPL.T0001-WO	SERBIA	FOOT PETALS	1029870		PENDING
FPL.T0001-WO	SINGAPORE	FOOT PETALS	1029870		PENDING
FPL.T0001-SG	SINGAPORE	FOOT PETALS AND DESIGN	T05/11315J	T05/11315J	REGISTERED
FPL.T0001-ZA	SOUTH AFRICA	FOOT PETALS	2004/22417	2004/22417	REGISTERED
FPL.T0001-CH	SWITZERLAND	FOOT PETALS (word mark)	63293/2009	598370	REGISTERED
FPL.T0001-WO	SWITZERLAND	FOOT PETALS	1029870		PENDING
FPL.T0001-TW	TAIWAN	FOOT PETALS AND DESIGN	094031149	1207624	REGISTERED
FPL.T0001-TH	THAILAND	FOOT PETALS	738711	TM320165	REGISTERED
FPL.T0001-TR	TURKEY	FOOT PETALS	2009/63740		PENDING

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<i>FILE NO</i>	<i>COUNTRY</i>	<i>MARK</i>	<i>SERIAL NO</i>	<i>REG NO</i>	<i>STATUS</i>
FPL.T0001-WO	TURKEY	FOOT PETALS	1029870		PENDING
FPL.T0001-WO	UKRAINE	FOOT PETALS	1029870		PENDING
FPL.T0001-AE	UNITED ARAB EMIRAT	FOOT PETALS	136477		PENDING
FPL.T0020	UNITED STATES	SPORTY SOLES	77/484,049	3,787,946	REGISTERED
FPL.T0014	UNITED STATES	ROYAL TREATMENT	77/229,018	3,385,182	REGISTERED
FPL.T0013	UNITED STATES	PEDI FUME	77/201,062	3,441,991	REGISTERED
FPL.T0021	UNITED STATES	SEXY SOLES	77/484,091	3,600,008	REGISTERED
FPL.T0012	UNITED STATES	SWEATY PEDI	77/201,039	3,441,990	REGISTERED
FPL.T0010	UNITED STATES	CUSHI	76/636,334	3,097,214	REGISTERED
FPL.T0011	UNITED STATES	FOOT PETALS AND DESIGN	76/586,489	3,008,330	REGISTERED
FPL.T0004	UNITED STATES	KILLER KUSHIONZ	3,118,923	3,118,923	REGISTERED
FPL.T0008	UNITED STATES	FAB FEET	76/653,755	3,291,389	REGISTERED
FPL.T0005	UNITED STATES	STRAPPY STRIPS	3,118,922	3,118,922	REGISTERED
FPL.T0006	UNITED STATES	HAUTE HEELZ	76/645,577	3,281,016	REGISTERED
FPL.T0003	UNITED STATES	HEAVENLY HEELZ	76/591,146	3,000,057	REGISTERED
FPL.T0002	UNITED STATES	TIP TOES	3,056,857	3,056,857	REGISTERED
FPL.T0015	UNITED STATES	PERFECT POLISH	77/252,031	3,420,947	REGISTERED
FPL.T0007	UNITED STATES	FANCY FEET	3,190,753	3,190,753	REGISTERED
FPL.T0026	UNITED STATES	FOOT PETALS (for shoes)	77/847,325	3,865,684	REGISTERED
FPL.T0009	UNITED STATES	SEXY SOLE-UTIONZ	78/885,537	3,416,087	REGISTERED
FPL.T0032	UNITED STATES	THE ORIGINAL DESIGNER INSOLE	77/908,800		PENDING

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<i>FILE NO</i>	<i>COUNTRY</i>	<i>MARK</i>	<i>SERIAL NO</i>	<i>REG NO</i>	<i>STATUS</i>
FPL.T0045	UNITED STATES	PETAL (Logo of a flower petal) ⁴	85/069,308		PENDING
FPL.T0044	UNITED STATES	STRAPPY STRIPS CONFIGURATION (Design)	85/037,769		PENDING
FPL.T0043	UNITED STATES	KILLER KUSHIONZ CONFIGURATION (Design)	85/036,810		PENDING
FPL.T0042	UNITED STATES	HEAVENLY HEELS CONFIGURATION (Design)	85/038,769		PENDING
FPL.T0041	UNITED STATES	TIP TOES CONFIGURATION (Design)	85/036,716		PENDING
FPL.T0040	UNITED STATES	HEART LOGO (design)	85/026,159		PENDING
FPL.T0039	UNITED STATES	HEAVENLY FIT	85/025,113	3,864,621	REGISTERED
FPL.T0038	UNITED STATES	UP ON A PEDI-STAL	77/962,006		PENDING
FPL.T0037	UNITED STATES	GONE TO A MASQUERADE	77/961,969		PENDING
FPL.T0036	UNITED STATES	SWEPT OFF MY FEET	77/961,951		PENDING
FPL.T0035	UNITED STATES	MISERY LOVES COMPANY	77/961,927		PENDING
FPL.T0025	UNITED STATES	SOCK-A-BYE BABY	77/828,475		PENDING
FPL.T0033	UNITED STATES	STILETTO-2-GO	77/962,073	3,864,172	REGISTERED
FPL.T0016	UNITED STATES	GLAMOUR TOEZ	77/277,290	3,778,551	REGISTERED
FPL.T0031	UNITED STATES	PETALS	77/881,053		PENDING
FPL.T0001	UNITED STATES	SOLE KINGS	76/576,749	2,990,153	REGISTERED
FPL.T0028	UNITED STATES	FAB FEET	77/847,410		PENDING
FPL.T0027	UNITED STATES	FANCY FEET	77/847,391		PENDING
FPL.T0029	UNITED STATES	TINA ALDATZ	77/849,635		PENDING
FPL.T0030	UNITED STATES	FOOT PETALS	77/869,256	3,898,704	REGISTERED
FPL.T0024	UNITED STATES	SHOE EMERGENCY KIT	77/754,198	3,823,831	REGISTERED

<i>FILE NO</i>	<i>COUNTRY</i>	<i>MARK</i>	<i>SERIAL NO</i>	<i>REG NO</i>	<i>STATUS</i>
FPLT0023	UNITED STATES	FLEXYFEET	77580,946	3,677,710	REGISTERED
FPLT0019	UNITED STATES	SPALUX	77462,023	3,557,181	REGISTERED
FPLT0018	UNITED STATES	SEXY SOLE-UTIONZ	77385,202	3,476,529	REGISTERED
FPLT0017	UNITED STATES	AMAZING ARCHES	77355,655	3,509,834	REGISTERED
FPLT0034	UNITED STATES	SOLE STOPPERZ	77958,361		PENDING

EXHIBIT A-3

Copyrights

No registered copyrights

EXHIBIT A-4

Net Names

domain name	exp date	registrar	name on account
fabfeet.com	8/19/2013	register.com	Foot Petals
footpeddles.com	7/2/2012	register.com	Foot Petals
footpetals.com	1/9/2012	register.com	Foot Petals
footpetals.net	10/29/2012	register.com	Foot Petals
footpetalsmail.com	11/18/2011	register.com	Foot Petals
glamourtoes.com	12/19/2012	register.com	Foot Petals
shoewhisperer.com	3/19/2013	register.com	Foot Petals
soleking.com	2/2/2012	register.com	Foot Petals
solekings.com	2/2/2012	register.com	Foot Petals
footpetals.biz	3/2/2012	godaddy.com	Foot Petals
footpetals.co.uk	3/3/2012	godaddy.com	Foot Petals
footpetals.info	3/3/2012	godaddy.com	Foot Petals
footpetals.mobi	3/3/2012	godaddy.com	Foot Petals
footpetals.org	3/3/2012	godaddy.com	Foot Petals
footpetals.ws	3/3/2012	godaddy.com	Foot Petals
guidetotheperfectfit.com	9/24/2011	1and1.com	Foot Petals
amazingarches.com	9/24/2011	1and1.com	Foot Petals
flexyfeet.com	9/24/2011	1and1.com	Foot Petals
hauteheelz.com	9/24/2011	1and1.com	Foot Petals
heavenlyfitsocks.com	9/24/2011	1and1.com	Foot Petals
killerkushionz.com	9/24/2011	1and1.com	Foot Petals
originaldesignerinsole.com	9/24/2011	1and1.com	Foot Petals
pedifume.com	9/24/2011	1and1.com	Foot Petals
petalplusheez.com	9/24/2011	1and1.com	Foot Petals

sexysole-utionz.com	9/24/2011	1and1.com	Foot Petals
sockabyebaby.com	9/24/2011	1and1.com	Foot Petals
solestopperz.com	9/24/2011	1and1.com	Foot Petals
spaluxslipper.com	9/24/2011	1and1.com	Foot Petals
stiletto-stylist.com	9/24/2011	1and1.com	Foot Petals
stilettostrival.com	9/24/2011	1and1.com	Foot Petals
strappystrips.com	9/24/2011	1and1.com	Foot Petals
sweatypedi.com	9/24/2011	1and1.com	Foot Petals
footpetals.cn - need doc	9/20/2011	101domain.com	Foot Petals
footpetals.com.tw	9/20/2011	101domain.com	Foot Petals
footpetals.com.cn - need doc	9/20/2011	101domain.com	Foot Petals
footpetals.in	9/20/2011	101domain.com	Foot Petals
footpetals.tw	9/20/2011	101domain.com	Foot Petals
Footpetals.de.com	7/30/2011	101domain.com	Foot Petals
footpetals.jp	8/19/2011	101domain.com	Foot Petals
footpetals.es	7/30/2011	101domain.com	Foot Petals
footpetals.sg	7/30/2011	101domain.com	Foot Petals
footpetals.fr	7/1/2011	101domain.com	Foot Petals
footpetals.us	6/29/2011	101domain.com	Foot Petals
footpetals.uk.com	6/29/2011	101domain.com	Foot Petals
footpetals.asia	6/29/2011	101domain.com	Foot Petals
footpetals.ca	7/8/2011	101domain.com	Foot Petals
footpetals.com.au	7/4/2012	101domain.com	Foot Petals
footpetals.ph	7/1/2012	101domain.com	Foot Petals

Domain names of others

footpetals.jp	8/31/2011	Cronus/Raffinato	Tina Aldatz
footpetals.de	?	Tacco	Tacco
footpetals.com.au	?	NetRegistry	DJAW PTY LTD Foot Trends

EXHIBIT A-5

Software

None