

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the NAMES OF THE CONVEYING AND RECEIVING PARTIES ON THE RECORDATION COVER SHEET previously recorded on Reel 003590 Frame 0936. Assignor(s) hereby confirms the ASSIGNMENT OF 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>
DGL CONSUMER PRODUCTS, INC.		07/27/2007	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IMPLUS FOOTCARE, LLC		
<b>Street Address:</b>	Suite 120, 9221 Globe Center Drive		
<b>City:</b>	Morrisville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27560		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1540059	SNEAKER BALLS	
Registration Number:	1583278		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)862-2200		
<b>Phone:</b>	3128623312		
<b>Email:</b>	patrick.lau@kirkland.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	300 North LaSalle		
<b>Address Line 2:</b>	c/o Patrick Lau, Legal Assistant		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	11530-8 PL		

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**900205630**

**TRADEMARK**  
**REEL: 004648 FRAME: 0984**

NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	10/26/2011
<b>Total Attachments: 8</b> source=CORRECTED assignment-tm-3590-0936#page1.tif source=CORRECTED assignment-tm-3590-0936#page2.tif source=CORRECTED assignment-tm-3590-0936#page3.tif source=CORRECTED assignment-tm-3590-0936#page4.tif source=CORRECTED assignment-tm-3590-0936#page5.tif source=CORRECTED assignment-tm-3590-0936#page6.tif source=CORRECTED assignment-tm-3590-0936#page7.tif source=CORRECTED assignment-tm-3590-0936#page8.tif	

**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>			
Name	Formerly	Execution Date	Entity Type
DGL Consumer Products, LLC Inc.		07/27/2007	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
Name:	Implus Footwear, LLC <i>Implus Footcare, LLC</i>		
Street Address:	Suite 120, 9221 Globe Center Drive		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	1540059	SNEAKER BALLS	
Registration Number:	1583278		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(703)836-2021		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(703) 838-6620		
Email:	fred.hathaway@bipc.com		
Correspondent Name:	Fred W. Hathaway		
Address Line 1:	P.O. Box 1404		
Address Line 4:	Alexandria, VIRGINIA 22313-1404		
ATTORNEY DOCKET NUMBER:	0045259-058		
NAME OF SUBMITTER:	Fred W. Hathaway		
Signature:	/Fred W. Hathaway/		
Date:	07/27/2007		

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**TRADEMARK**  
 REEL: 003590 FRAME: 0936  
**TRADEMARK**  
 REEL: 004648 FRAME: 0986

**Total Attachments: 6**

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of July \_\_\_\_\_, 2007, between DGL Consumer Products, Inc., a corporation organized under the laws of the State of Colorado ("Assignor") and Implus Footcare, LLC a limited liability company organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. and foreign trademark registrations and applications listed in the attached Schedules A and B (collectively, the "Marks");

WHEREAS, Assignee and Assignor are parties to the Asset Purchase Agreement, dated \_\_\_\_\_, 2007 (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase all assets of Assignor which pertain to Assignor's "Sneaker Balls" product line and business;

NOW THEREFORE, be it known that, for and in consideration of 1 (one) dollar, and other good and valuable consideration, the receipt of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Marks, including, without limitation, trademarks, service marks, brand names, trade dress and domain names, together with the goodwill associated with the foregoing and the ongoing and existing Business to which the trademarks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any unregistered rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all countries throughout the world; and (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e) hereof, collectively, the "Assigned Intellectual Property").

2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Intellectual Property in all countries throughout the world, together with the goodwill of the business associated therewith and symbolized by the Assigned Intellectual Property, in its entirety, and the assets of the business associated with the Assigned Intellectual Property, in its entirety, and Assignor hereby authorizes and requests any official of any country whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. Assignor hereby covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.

4. Assignor further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be reasonably necessary or desirable to perfect the title to the Assigned Intellectual Property in Assignee, its successors or assigns, in all countries, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

5. Assignor further covenants and agrees to reasonably cooperate with and reasonably assist Assignee in obtaining, enforcing and defending Assignee's rights in the Assigned Intellectual Property, including without limitation, in proceedings before any court or tribunal, the United States Patent and Trademark Office, or any other agency or authority, it being understood that any expense incident to such assistance shall be borne by the Assignee, its successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the said Assignor has executed this Assignment.

DGL CONSUMER PRODUCTS, INC.

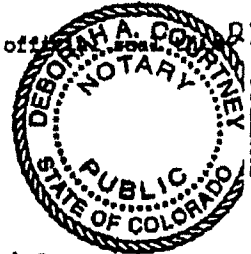
By: *[Signature]*  
Name: Noel Ginsburg  
Title: President  
Date: 7/27/07

STATE OF Colorado  
COUNTY OF Denver

Before me, a Notary Public in and for the said county, personally appeared Noel Ginsburg, known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this 27<sup>th</sup> day of July, 2007.

NOTARY PUBLIC *Deborah A. Courtney*



IMPLUS FOOTCARE, LLC

By:  
Name:  
Title:  
Date:

STATE OF  
COUNTY OF

Before me, a Notary Public in and for the said county, personally appeared , known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this day of

NOTARY PUBLIC

IN WITNESS WHEREOF, the said Assignor has executed this Assignment.

DGL CONSUMER PRODUCTS, INC.

By:

Name:

Title:

Date:

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

Before me, a Notary Public in and for the said county, personally appeared \_\_\_\_\_, known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_

NOTARY PUBLIC

IMPLUS FOOTCARE, LLC

By: *[Signature]*

Name: *SETH RICHARDS*

Title: *CEO*

Date: *7/27/07*

STATE OF *North Carolina* :

COUNTY OF *Wake* :

Before me, a Notary Public in and for the said county, personally appeared *Seth Richards*, known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this *27* day of *July*, *2007*

NOTARY PUBLIC

*S. Ann Marraccini*

**S. Ann Marraccini  
Notary Public  
Person County, NC**

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SCHEDULE A

TRADEMARK REGISTRATIONS

Country

Registration No.  
Mark  
Goods/Services  
Registration Date  
United States

1,540,059  
SNEAKER BALLS  
Air fresheners  
May 23, 1989

Canada  
TMA444,436  
SNEAKER BALLS  
Air fresheners  
June 30, 1995  
United States

1,583,278  
Spherical design w/stripe  
Air fresheners  
February 20, 1990

Canada  
TMA443,529  
Spherical design w/stripe  
Air fresheners  
June 9, 1995

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SCHEDULE B

TRADEMARK APPLICATIONS

Country

Application No.

Mark

Goods/Services

Application Date

Japan

1-103199

SNEAKER BALLS

Air fresheners

September 12th 1989

Japan

1-102264

Band design

Air fresheners

September 11th, 1989

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