

TRADEMARK ASSIGNMENT

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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
Mark Thatcher		11/28/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Sazzi Footwear, LLC		
Street Address:	419 31st Street		
Internal Address:	Suite A		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92663		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85159077	SAZZI	
CORRESPONDENCE DATA			
Fax Number:	(714)427-7799		
Phone:	714-427-7039		
Email:	hscott@swlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	J. Rick Tache		
Address Line 1:	600 Anton Boulevard		
Address Line 2:	Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	59353-0100		
NAME OF SUBMITTER:	J. Rick Tache		
Signature:	//J. Rick Tache//		

CH \$40.00 85159077

Date:

12/01/2011

Total Attachments: 3

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment (this "Assignment") is made as of November 21, 2011, by and between Mark Thatcher ("Assignor") and Sazzi Footwear, LLC, a California limited liability company (the "Company"), in connection with the formation of the Company and the execution of the Operating Agreement relating thereto (the "Operating Agreement").

RECITALS

A. Assignor and the Company have entered into the Operating Agreement pursuant to which Assignor has agreed to sell, transfer and deliver to the Company (as an equity contribution to the Company) certain intellectual property assets of Assignor.

B. Pursuant to Section 3.1 of the Operating Agreement, Assignor desires to assign to the Company, and the Company desires to accept and acquire all of Assignor's right, title, and interest in and to all of the Intellectual Property listed on Exhibit A hereto, together with the goodwill pertaining thereto (collectively, the "Assigned Intellectual Property").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Operating Agreement and in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to implement the assignments of intellectual property contemplated by the Operating Agreement, Assignor hereby agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to the Company, and the Company hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Intellectual Property, free and clear of all liens, mortgages, options, charges, title defects, security interests and similar encumbrances, the same to be held by the Company for the Company's own use and enjoyment, and for the use and enjoyment of the Company's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Assigned Intellectual Property, along with the right to sue for and collect any damages for the use and benefit of the Company and the Company's successors, assigns, designees, nominees and other legal representatives.


2. Assignor represents and warrants that, at the time of the execution and delivery of this Assignment, it possesses the unencumbered right and authority to make this Assignment. Assignor further represents, warrants and covenants that the execution and delivery of this Assignment does not breach any agreement to which Assignor is a party, and Assignor has not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.

3. As may be requested by the Company or its designee or other legal representative from time to time after the date hereof, Assignor agrees to assist the Company, or the Company's successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Intellectual Property and (ii) secure the Company's rights in the Assigned Intellectual Property, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that the Company deems necessary to assign and convey to the Company, or the Company's successors, the Company's, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Intellectual Property.

4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue Patents or other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee and the Company's successors, assigns and other legal representatives in accordance with the terms of this instrument.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:


Name: Mark Thatcher

11/28/11

EXHIBIT A

<u>Asset Name/Title</u>	<u>Reg. No./Appl. No.</u>	<u>Date Issued/Filed</u>
SAZZI	Application Serial No. 85/159,077	October 22, 2010 (filed); September 6, 2011 (published)