

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
Kako International Inc.		08/15/2012	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Implus Footcare LLC		
Street Address:	2001 T.W. Alexander Drive, Box 13925		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3692110	ICE TREKKERS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	bryce.maynard@bipc.com		
Correspondent Name:	Bryce J. Maynard		
Address Line 1:	1737 King Street Suite 500		
Address Line 2:	Buchanan Ingersoll & Rooney		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	0045259		
NAME OF SUBMITTER:	Bryce J. Maynard		
Signature:	/Bryce J. Maynard/		
Date:	10/11/2012		

OP \$40.00 3692110

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment agreement (“Trademark Assignment”) is entered into as of August 15, 2012 (the “Effective Date”), between KAKO International, Inc., a corporation organized under the laws of Oregon (“Assignor”), and Implus Footcare, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor owns certain trademarks and/or service marks, for which Assignor is the owner of record of all right, title and interest in, to, and under the same, including any registrations and applications for same, and Assignor has common law rights to certain other trademarks and/or service marks, each as identified more specifically on Schedule 1;

WHEREAS, this Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated on or about July 26, 2012, by and among Assignor, Assignee, Kate LaGrand and Marjin Wall (the “APA”);

WHEREAS, Assignee desires to acquire, and Assignor is willing to assign to Assignee, all right, title and interest in the Transferred Marks (as defined below).

FOR GOOD AND VALUABLE CONSIDERATION set forth in the APA, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree:

1. As of the Effective Date, Assignor hereby confirms that it will sell, assign, and transfer and does hereby sell, assign, and transfer to Assignee, its successors and assigns, all right, title, and interest in, to and under the marks set forth in Schedule 1, including any and all goodwill associated therewith, all registrations and applications therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto; and in and to any and all causes of action (either in law or in equity), as well as any and all right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the marks (collectively, the “Transferred Marks”).

2. Assignor hereby agrees to execute, acknowledge and deliver any and all documents and to take such other and further actions as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Transferred Marks, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Transferred Marks.

3. Assignor hereby authorizes and requests the U.S. Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Transferred Marks.

4. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the APA, the terms of the APA will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the APA.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed as of the Effective Date.

KAKO International, Inc.

By: *Kate LaGrand*

Name: Kate LaGrand

Title: Owner

By: *Marjin Wall*

Name: Marjin Wall

Title: Owner

STATE OF OREGON)
) SS.
COUNTY OF)

On this 15 day of August, 2012 there appeared before me *Kate LaGrand*, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **KAKO International, Inc.**

WITNESS my hand and official seal.

Signature *Kelly Jean Kelley* (Seal)

My commission expires 1.14.2016

STATE OF OREGON)
) SS.
COUNTY OF)

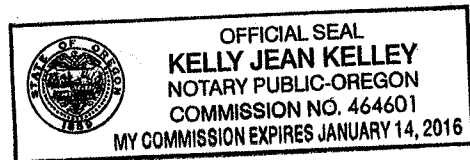


On this 16 day of August, 2012 there appeared before me *Marjin Wall*, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **KAKO International, Inc.**

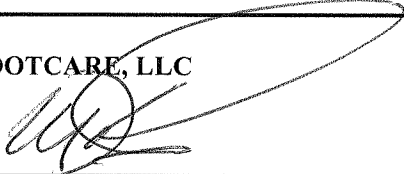
WITNESS my hand and official seal.

Signature *Kelly Jean Kelley* (Seal)

My commission expires 1.14.2016



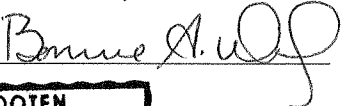
IMPLUS FOOTCARE, LLC

By: 
Name: William D. Alfano
Title: Chief Financial Officer

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF)

On this 15th day of August, 2012 there appeared before me William Alfano personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **IMPLUS FOOTCARE, LLC**

WITNESS my hand and official seal.

Signature  (Seal) My commission expires 6/19/2016

BONNIE A. WOOTEN
Notary Public, North Carolina
Wake County
My Commission Expires
June 19, 2016

SCHEDULE 1

TRADEMARKS

Registered Trademarks:

ICE TREKKERS (U.S. Registered Trademark, Application No. 77693684, Registration No. 3692110, Issued October 6, 2009)

ICE TREKKERS (Canada Registered Trademark, Application No. 1449118, Registration No. TMA780173, Issued October 19, 2010)

Common Law Trademarks:

DIAMOND GRIP

POLAR TRAX

SNO SHUZ SHOE CHAINS

WALK, WORK AND PLAY ON SNOW & ICE

PUT YOUR FEET IN FOUR WHEEL DRIVE

CONQUER THE ELEMENTS