

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
RAYS AND WEST INVESTMENTS LTD.		07/25/2012	LIMITED LIABILITY COMPANY: BRITISH VIRGIN ISLANDS
RECEIVING PARTY DATA			
Name:	NEW BALANCE ATHLETIC SHOE, INC.		
Street Address:	20 GUEST STREET		
Internal Address:	BRIGHTON LANDING		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02135		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4171302	NUMERIC	
CORRESPONDENCE DATA			
Fax Number:	6177879355		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6177797623		
Email:	gabriella.fercu@newbalance.com		
Correspondent Name:	NEW BALANCE ATHLETIC SHOE, INC.		
Address Line 1:	20 Guest Street		
Address Line 4:	Boston, MASSACHUSETTS 02135		
ATTORNEY DOCKET NUMBER:	TM2012058US		
NAME OF SUBMITTER:	Gabriella S. Fercu		

CH \$40.00 4171302

Signature:	/gabriella s. fercu/
Date:	11/01/2012
Total Attachments: 5 source=NUMERIC_AssignmentAgr#page1.tif source=NUMERIC_AssignmentAgr#page2.tif source=NUMERIC_AssignmentAgr#page3.tif source=NUMERIC_AssignmentAgr#page4.tif source=NUMERIC_AssignmentAgr#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of July 25, 2012 between the following two parties.

WHEREAS, RAYS AND WEST INVESTMENTS LTD Offshore Incorporations Centre PO BOX 957 Road Town, Tortola British Virgin Islands (the "Assignor"), has filed and owns the United States trademark 'NUMERIC' with Serial No 85469925 and Registration No. 4171302 (the Trademark"), and has adopted and is used and is using the Trademark in US.

WHEREAS, NEW BALANCE ATHLETIC SHOE, INC., a Massachusetts corporation having a principal place of business at 20 Guest Street, Boston, MA 02135, the ("Assignee") is desirous of acquiring said Trademark application and registrations thereof:

WHEREAS, the Assignor agrees to assign the Trademark to the Assignee and the Assignee agrees to accept the assignment of the Trademark.

NOW, THEREFORE, through mutual negotiations, the parties hereto agree as follows:

1. Transfer of Trademark

In consideration of US \$5000.00 receipt of which is hereby acknowledged, the Assignor agrees to change the registered owner of the Trademark into the Assignee and the Assignee agrees to accept the change of the registered owner of the Trademark the Assignor, does hereby assign unto the Assignee, all right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and the afore-identified Application and/or registration thereof which is free of all liens, restrictions and encumbrances.

2. Registration Fees

The registration for the change of the owner of the Trademark shall be undertaken by the Assignor and the Assignor shall bear the assignment fees incurred hereby.

3. Representations and Warranties

3.1 The Assignor hereby represents and warrants as follows:

3.1.1 the Assignor is a limited liability company duly registered and validly existing under the laws of the Sate of California, USA

3.1.2 the Assignor has the exclusive ownership of the Trademark and no rights or equity of any third party is prejudiced due to the using of the Trademark. There is no litigation or any other disputes arising from or relating to the Trademark. The Assignor

further represents and warrants that it has no knowledge of any infringement or alleged infringement by others of any such trade name, trademark, servicemark or copyright. To the best of the Assignor's knowledge, it has not been infringed, and not know infringing on any tradename, trademark, servicemark, or copyright belonging to any other person, firm or corporation. Except as set forth herein, the Assignor is not a party to any license agreement, or arrangement whether as licensor, licensee, franchisor, franchisee, or otherwise, with respect to the Trademark, servicemark, trade name, or applications for the Trademark, or any copyright.

3.1.3 once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.

3.1.4 the Assignor will not engage in any action that will be detrimental to the validity of the Trademark after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

3.2.1 The Assignee is a wholly foreign-owned company duly registered and validly existing under the laws of the British Virgin Islands.

3.2.2 The Assignee, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any other third party and governmental necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.2.3 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

4. Effective Date and Term

This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.

5. Settlement of Disputes

The parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation within 30 days after one party asks for consultation. In case no settlement can be reached through consultation, each party can submit such matter to American Arbitration Association, Orange County, California, USA. The arbitration award shall be final and binding upon the parties and shall be enforceable in accordance with its terms.

6. Applicable Law

The validity, interpretation and implementation of this Agreement shall be governed by the laws of the State of California, USA

7. Amendment and Supplement

Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be integral part of this Agreement and shall have the same legal effect as this Agreement.

8. Severability

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

9. Appendices

The Appendices referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

7/30/12
(date of signature)

The Assignor
RAYS AND WEST INVESTMENTS LTD.
By [Signature]
Name: Michael Long
Title: President/CEO

7/26/2012
(date of signature)

The Assignee
NEW BALANCE ATHLETIC SHOE, INC
By [Signature]
Name: Daniel McKinnon
Title: Trademark Counsel

Appendix 1

Trademark Assignment Form