

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
The Grandoe Corporation		03/28/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	totes Isotoner Corporation
Street Address:	9655 International Blvd
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2930443	G
Registration Number:	2897021	G
Registration Number:	1147737	ACTIVIZER
Registration Number:	2711143	CIRE
Registration Number:	3070997	COMFORT IQ
Registration Number:	2715728	COMFORTWISE
Registration Number:	2852980	DANCING FEET
Registration Number:	1907440	DRI G GARD
Registration Number:	1970847	DRI-GARD
Registration Number:	2804436	ELASTO-PEDIC
Registration Number:	1354338	GCS
Registration Number:	3391785	GCS GLOVE COMPONENT SYSTEM
Registration Number:	3185978	GCS GLOVE COMPONENT SYSTEM
Registration Number:	1130476	GRANDOE

CH \$615.00 2930443

Registration Number:	2663082	GRANDOE HANDWEAR BEYOND COMPARE
Registration Number:	2754207	PERFECTSOLE
Registration Number:	4032816	SENSORTOUCH
Registration Number:	2727027	SMART DOGS
Registration Number:	4071530	SMUSHEES
Registration Number:	3777690	STICK IT
Registration Number:	3777691	STICK IT
Registration Number:	2536158	THERMADRY
Registration Number:	2604513	WATER BLOCK
Registration Number:	1155710	GRIP KNIT

CORRESPONDENCE DATA

Fax Number: 2124466460
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2124464800
Email: hayley.smith@kirkland.com
Correspondent Name: Hayley Smith, Senior Legal Assistant
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	22117-1 (HS)
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	04/24/2013

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of March 28, 2013 by The Grandoe Corporation, a New York corporation ("*Assignor*") in favor of totes Isotoner Corporation, an Ohio corporation ("*Assignee*").

WHEREAS, Assignor owns the trademark registrations and applications for registration identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the "*Marks*");

WHEREAS, Assignor, Assignee and Rosenthal & Rosenthal ("*Secured Party*"), are parties to the Secured Party Asset Sale Agreement dated March 28, 2013 (the "*Asset Sale Agreement*") pursuant to which Secured Party has sold (subject to the terms of certain financing arrangements between Secured Party and Assignor), and Assignee has purchased, certain assets of Assignor, including, without limitation, the Marks; and

WHEREAS, in connection with the Asset Sale Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, contributes, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries and multi-national registration bodies, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal of any Mark; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Assignment is entered into pursuant to the Asset Sale Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

The Grasslee Corporation

By: Eric D. Friedlin
Name: ERIC D. FRIEDLIN
Title: PRESIDENT

Acknowledgement:

to/for Isotoner Corporation:

By: _____
Name: _____
Title: _____

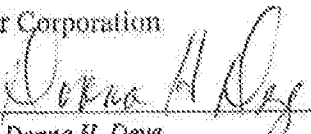
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

The Grandoe Corporation

By: _____
Name: _____
Title: _____

Acknowledgement:

totes Isotoner Corporation

By: 
Name: Donna H. Deye
Title: Sr VP & CFO

**Schedule A
to Trademark Assignment**

MARK	STATUS	COUNTRY	REGISTRATION NO.	SERIAL NO.	REG. DATE
"G" in circle	Registered	USA	2,930,443	76/582,596	3/8/2004
"g" logo	Registered	USA	2,897,021	76562191	10/26/2004
Activizer	Registered	USA	1,147,737	73225345	2/24/1981
Ciré	Registered	USA	2,711,143	76411323	4/29/2003
Comfort IQ word mark	Registered	USA	3,070,997	78/598,142	3/21/2006
Comfortwise Word Mark	Registered	USA	2,715,728	76445131	5/13/2003
Dancing Feet Word Mark Filing	Registered	USA	2,852,980	76511493	6/15/2004
Dri G Gard - word and design	Registered	USA	1,907,440	74532856	7/25/1995
Dri-Gard	Registered	USA	1,970,847	74539972	4/30/1996
Elasto-pedic	Registered	USA	2,804,436	76483019	1/13/2004
GCS	Registered	USA	1,354,338	73513044	8/13/1985
GCS - glove component system	Registered	Canada		1,264,889	7/14/2005
GCS - gloves component system	Registered	USA	3,391,785	78/659,793	6/28/2005
GCS - new logo in circle	Registered	Canada	TMA685,634	1,264,890	9/5/2007
GCS - new logo in circle	Registered	USA	3,185,978	78/660,468	12/19/2006
Grandoe	Registered	USA	1,130,476	73170380	2/5/1980
Grandoe (Wordmark)	Registered	Canada	TMA212203	638,909	7/26/1991
Grandoe Handwear Beyond Compare	Registered	USA	2,663,082	76381021	12/17/2002
PerfectSole (Wordmark)	Registered	USA	2,754,207	76384017	8/19/2003
Sensortouch	Registered	USA	4032816	85219785	1/18/2011
Smart Dogs (Wordmark)	Registered	USA	2,727,027	76442505	6/17/2003
Smartdogs	Pending	Canada		1601716	11/15/2012
Smushees	Registered	USA	4,071,530	85119020	12/13/2011
Stick It (Design)	Registered	USA	3,777,690		4/20/2010
Stick It (Wordmark)	Registered	USA	3,777,691		4/20/2010

MARK	STATUS	COUNTRY	REGISTRATION NO.	SERIAL NO.	REG. DATE
Thermadry (Wordmark & Design)	Registered	USA	2,536,158	76178718	2/5/2002
Water Block Word Mark	Registered	USA	2,604,513	76299836	8/6/2002
Grip Knit	Registered	USA	1,155,710	73225344	5/26/1981