

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
White Water Enterprises, LLC		07/02/2013	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	OOFOS LLC		
Street Address:	3983 S. McCarran Blvd.		
Internal Address:	#271		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89502		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4140410	OOFOS	
Serial Number:	85572899	OO	
Serial Number:	85572894	OOFOAM	
CORRESPONDENCE DATA			
Fax Number:	6174430004		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6174439292		
Email:	trademarks@sunsteinlaw.com		
Correspondent Name:	Steven A Abreu		
Address Line 1:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	3590/200		

CH \$90.00 4140410

NAME OF SUBMITTER:	Steven A. Abreu
Signature:	/Steven Abreu/
Date:	07/08/2013
Total Attachments: 4 source=Executed trademark assignment#page1.tif source=Executed trademark assignment#page2.tif source=Executed trademark assignment#page3.tif source=Executed trademark assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is by and between:

- **White Water Enterprises, LLC**, a Nevada Limited Liability Company, with a principal place of business at 3983 S. McCarran Blvd. #271, Las Vegas, Nevada 89502 USA ("Assignor"), and
- **OOFOS LLC**, a Nevada Limited Liability Company, with a principal place of business at 3983 S. McCarran Blvd. #271, Las Vegas, Nevada 89502 USA ("Assignee"),

and is effective as of the latest signature date below (the "Effective Date").

1. Background. Assignor owns the trademarks set forth on Schedule A attached hereto (the "Trademarks"). Assignee wishes to acquire the Trademarks together with the goodwill associated therewith. Assignor wishes to assign the Trademarks and Assignee wishes to accept such assignment on the terms and conditions set forth in this Assignment. Assignee is a successor to Assignor's business and the business signified by the Trademarks is ongoing and existing.

2. Grant. For good and valuable consideration Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks worldwide, including with respect to the Trademarks, all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks.


3. Further Acts / Recordal. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable the Assignee to

record the Assignment in the various trademark offices, including recordations of assignment of trademark suitable for filing. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recordal of the assignment of the Trademarks and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the Trademarks.

4. Governing Law. This Agreement shall be governed and construed and interpreted in accordance with the laws of Massachusetts, USA.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Date: 7/2, 2013

White Water Enterprises, LLC
Signature: 
Name: LOUIS PANACCIONE
Title: MANAGER

[Declaration of Acceptance follows]

DECLARATION OF ACCEPTANCE

The above named Assignee, OOFOS LLC, hereby declares that with effect from the 2nd day of July, 2013, it accepts the Trademarks as granted in Paragraph 2 of the Assignment, including all goodwill of the business symbolized by such Trademarks including all rights to recover past, present and future damages for infringement, assigned to it by Assignor, White Water Enterprises, LLC, pursuant to the foregoing Assignment.

OOFOS LLC

Date: 7/2/13, 2013

By: 

Name: Louis Paracciano

Title: manager

[Schedule A follows]

SCHEDULE A

The Trademarks being assigned include all formatives of the marks listed below, namely, all marks comprised of or containing any of the marks listed below, including, but not limited to the marks in all colors, styles, fonts, combinations of upper and lower case letters:

Trademarks:

1. OOFOS
2. OO (plus design)
3. OOFOAM

Related Pending Applications and Registrations:

Country	Mark	Appl./Reg. No.	Status
United States	OOFOS	4,140,410	Registered
United States	OO (plus design)	85/572,899	Pending
United States	OOFOAM	85/572,894	Pending
Australia	OOFOS	1431128	Registered
China	OOFOS	9701636	Registered
European Trademark Community (EU)	OOFOS	9760042	Registered
Hong Kong	OOFOS	301949013	Registered
Indonesia	OOFOS	D00 2011 035150	Pending
Japan	OOFOS	5458173	Registered
South Korea	OOFOS	40-0908845	Registered
South Korea	OOFOS	40-0968268	Registered
Thailand	OOFOS	TM355023	Registered
Vietnam	OOFOS	189349	Registered

03590/00200 1916056.1