

## 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
C.R.A. Int'l Industrial, Inc.		09/06/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TJK FOOTWEAR LLC		
Street Address:	4710 John Scott Drive		
City:	Lynchburg		
State/Country:	VIRGINIA		
Postal Code:	24503		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2807671	ANNIE	
CORRESPONDENCE DATA			
Fax Number:	2022937860		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2022937060		
Email:	tm@sughrue.com		
Correspondent Name:	LEIGH ANN LINDQUIST/SUGHRUE MION, PLLC		
Address Line 1:	2100 PENNSYLVANIA AVENUE, N.W.		
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	S20401		
NAME OF SUBMITTER:	Leigh Ann Lindquist		
Signature:	/leigh ann lindquist/		
Date:	10/16/2013		

OP \$40.00 2807671

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of September 12 2013 (the "Effective Date"), by and between (i) TJK Footwear LLC, a Virginia limited liability company ("Assignee"), (ii) Tom Imier, an individual ("Consenting Party"), and (iii) C.R.A. Int'l Industrial Inc., a California corporation ("Assignor").

### WITNESSETH:

**WHEREAS**, Assignor and Assignee are parties to that certain Trademark License and Trademark Assignment Agreement, dated effective as of February 15, 2013, as amended by First Addendum dated April 11, 2013 (as amended, the "Assignment Agreement"); and

**WHEREAS**, pursuant to the terms of the Assignment Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to certain trademarks, trademark registrations and trademark applications (collectively, the "Marks"), and Assignee is desirous of acquiring such Marks, together with the goodwill of the business associated therewith or symbolized thereby;

**NOW, THEREFORE**, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks and Trademark Applications. Effective as of the Effective Date, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, without any representations or warranties, all of Assignor's right, title and interest in, to and under the Marks set forth on Exhibit A attached hereto and hereby incorporated by reference herein, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights and world-wide rights, (collectively, the "Assigned Trademarks"), including, but not limited to, the right to sue and collect damages, however characterized and including without limitation all income, royalties and payments, for any past or future infringements or unauthorized use of the Assigned Trademarks. Subject to Section 2 below, Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein as Assignee may reasonably request from time to time. Consenting Party hereby consents to this Assignment.
2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Trademarks.
3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Trademarks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that

the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. Termination of Assumed Name or Fictitious Name Certificates. Assignor shall, immediately as of the Effective Date, cease doing business as or trading as ANNIE SHOES or doing business as or trading as any of the other Marks, in whole or in part.

5. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Assignment Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Assignment Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Assignment Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Assignment Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Assignment Agreement, the terms and provisions of the Assignment Agreement shall govern and control, except that in no event shall the Assignment Agreement narrow the scope of the Marks described in Exhibit A.

6. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

[SIGNATURE PAGE and Exhibit A FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

ASSIGNOR:

C.R.A. Int'l Industrial Inc.  
a California corporation

By: [Signature]

Name: DAVID WANG

Title: PRESIDENT

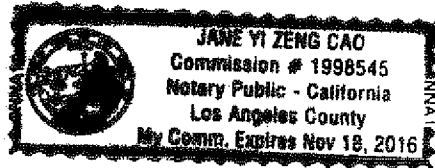
STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss  
)

On 9-6, 2013, before me, Jane Yi Zeng Cao, a Notary Public, personally appeared David Chao Kuan Wang, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

ASSIGNEE:

**TJK Footwear LLC**  
a Virginia limited liability company

By: Tom R. Imler  
Tom Imler, Member

By: James S. Barrett II  
James S. Barrett II, Member

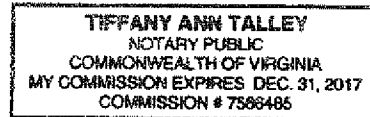
Virginia  
STATE OF CALIFORNIA )  
City ) ss  
COUNTY OF Lynchburg )

On September 11, 2013, before me, Tiffany Ann Talley, a Notary Public, personally appeared James S. Barrett II, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of <sup>Virginia</sup> ~~California~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tiffany Ann Talley (Seal)



IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

CONSENTING PARTY:

Tom L. Imler  
Tom Imler, an individual

STATE OF CALIFORNIA )  
COUNTY OF Riverside ) ss  
 )

On 9/9/13, 2013, before me, Jill Rodholm, a Notary Public, personally appeared Tom Imler, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jill Rodholm (Seal)

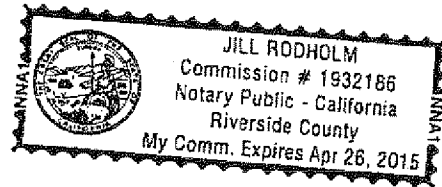


Exhibit A

ASSIGNED TRADEMARKS

- (i) The registered trademark consisting of the word **ANNIE** depicted in script, together with a panda bear image, registered as United States Patent and Trademark Office (USPTO) Serial No. 76/122343 and USPTO Registration No. 2807671.
- (ii) The common law trademark consisting of the word **ANNIE** depicted in script without the panda bear image, as appearing on the C.R.A. International Industrial website as of the date of the Assignment Agreement.
- (iii) The common law plain word trademarks **ANNIE** and **ANNIE SHOES**.

TOGETHER with all of Assignor's right, title and interest in and to the domain name www.annieshoes.com and the doing business as name ANNIE SHOES.