

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
POOCHKIS LLC		10/23/2013	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	SPENCO MEDICAL CORPORATION		
Street Address:	6301 IMPERIAL DRIVE		
City:	WACO		
State/Country:	TEXAS		
Postal Code:	76712		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3972031	LOVE YOUR FEET	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214 981 3483		
Email:	ipdocketing@sidley.com		
Correspondent Name:	Dusan Clark		
Address Line 1:	717 North Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	11340-54901		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

Date:

11/05/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment is made and entered into as of the last signature hereto (“Effective Date”), by and between Poochkis LLC, a Connecticut limited liability company whose principal place of business is 8 Side Hill Road, Westport, Connecticut 06880 (“Assignor”), and Spenco Medical Corporation, a Texas corporation, whose principal place of business is 6301 Imperial Drive, Waco, Texas 76712 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, as of the date of this Trademark Assignment, Assignor is the owner of all right, title, and interest in and to U.S. Trademark Registration No. 3,972,031 for the mark “LOVE YOUR FEET” (“the Trademark”).

MARK	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
LOVE YOUR FEET	25	85/127685	9/12/2010	3,972,031	5/31/2011

WHEREAS, pursuant to a settlement, Assignor desires to assign and transfer, and Assignee desires to acquire all right, title and interest in and to the Trademark, including any and all goodwill of the business associated with the use of, and symbolized by the Trademark, and the Parties wish to record such assignment in the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, including a one-time payment of three-thousand seven-hundred and fifty dollars (\$3,750.00), the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns, delivers unto, and transfers to Assignee, its successors, assigns, and legal representatives, all right, title and interest in and to the Trademark throughout the world, together with the goodwill of the business symbolized thereby; all renewals and extensions of any such application, registration and filing; all licenses for the use of the Trademark; all rights to sue for past, present and future infringement of the Trademark, and the right of recovery, including but not limited to damages for past, present and future infringement; and the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

Assignor warrants, represents and covenants that the forgoing recitals, which are incorporated by reference herein, are true and correct, and that Assignor shall not hereafter use the Trademark, or any other derivative or cognate of the Trademark that is likely to cause consumer confusion unless pursuant to a license agreement granted by the Assignee.

Assignor will at any time, and from time to time after the Effective Date, upon request of the Assignee, execute, acknowledge, and deliver all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take out all such further action, as may be required to carry out the intent of this Trademark Assignment, and to transfer and vest title to any Trademark being transferred hereunder, and to protect the right, title and interest in and enjoyment of the Trademark assigned.

This Trademark Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be duly executed and delivered as of the date first written above.

Assignor

Poochkis LLC

By: 


Name: Giancarlo Manzoni

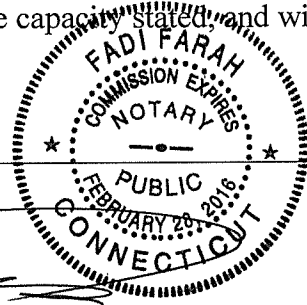
Title: Managing Partner

STATE OF Ct)
) ss. Westport
COUNTY OF Fairfield)

Before me, the undersigned authority, on this 23 day of October, 2013,
personally appeared Giancarlo Manzoni known to me as the person whose
name is subscribed to the foregoing instrument and acknowledged to me that he executed the
same for the purposes and consideration therein expressed, in the capacity stated, and with
authority to act in this assignment on behalf of the Assignor.

Notary Public


(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

Assignee

Spenco Medical Corporation

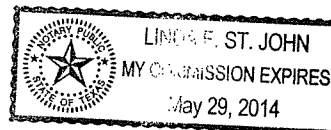
By: Dawn M. Taylor
Name: Dawn M. Taylor
Title: General Counsel

STATE OF Texas)
) ss.
COUNTY OF McLennan)

Before me, the undersigned authority, on this 7th day of October, 2013, personally appeared Dawn M. Taylor known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity stated, and with authority to act in this assignment on behalf of the Assignee.

Linda F. St. John
Notary Public

Linda F. St. John
(Signature of Notary)



(Legibly Print or Stamp Name of Notary)