

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315581

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SEQUENTIAL BRANDS GROUP, INC.		08/09/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DVS FOOTWEAR INTERNATIONAL, LLC		
<b>Street Address:</b>	17383 Sunset Blvd.		
<b>Internal Address:</b>	Suite A210		
<b>City:</b>	Pacific Palisades		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90272		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3007150	SKATE MORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7034132220		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	703-413-3000		
<b>Email:</b>	tmdocket@oblon.com, ndyson@oblon.com		
<b>Correspondent Name:</b>	Roberta S. Bren & Oblon, Spivak, LLP		
<b>Address Line 1:</b>	1940 Duke Street		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314		
<b>ATTORNEY DOCKET NUMBER:</b>	425299US35		
<b>NAME OF SUBMITTER:</b>	Roberta S. Bren		
<b>SIGNATURE:</b>	/Roberta S. Bren/nmd/		
<b>DATE SIGNED:</b>	08/29/2014		
<b>Total Attachments: 5</b>			
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OP \$40.00 3007150

TRADEMARK



## CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is made as of this 29th day of June, 2012 ("Effective Date"), by and between Sequential Brands Group, Inc., a Delaware corporation with its principal place of business at 17383 Sunset Boulevard, Suite A310, Pacific Palisades, California 90272, United States ("Transferor"), and DVS Footwear International LLC, a Delaware limited liability company with its principal place of business at 17383 Sunset Boulevard, Suite A310, Pacific Palisades, California 90272, United States (the "Company"). Transferor and the Company are collectively referred to herein as the "Parties," and individually as a "Party."

### RECITALS

WHEREAS, pursuant to the Purchase and Sale Agreement, dated as of June 18, 2012, Transferor acquired substantially all of the assets, and assumed certain specified liabilities, of DVS Shoe Co., Inc. ("DVS").

WHEREAS, Transferor and Elan Polo International, Inc. have entered into that certain Limited Liability Company Operating Agreement of the Company (the "Operating Agreement"), dated as of June 29, 2012, pursuant to which Transferor has agreed to contribute to the Company, as its Initial Capital Contribution, certain assets acquired from DVS in exchange for 65% of the Common Interests of the Company. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Operating Agreement.

WHEREAS, the Company and Transferor intend that this Agreement shall memorialize the asset contribution contemplated by the Operating Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Contribution of Assets. Transferor hereby contributes, assigns, transfers, quitclaims and delivers to the Company, and the Company hereby accepts, acquires and takes assignment of, (i) all worldwide right, title and interest in and to the trademarks, service marks, trade names, service names, assumed names, marks and copyrights set forth on Schedule A attached hereto owned by Transferor or which Transferor has the right to use, including any goodwill associated therewith as well as that portion of Transferor's business to which the forgoing pertain, (ii) all pending and/or related applications and registrations with respect to any of the foregoing, and (iii) any privileges, benefits, claims, causes of action, remedies and judgments relating to the enforcement of the foregoing whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions; the right to sue for all past, present or future infringements or other violations of any rights in the foregoing intellectual property; and the right to settle, collect, and retain proceeds from any such actions for its own account and use), (collectively, the "Contributed Assets").

2. Common Interest. In exchange for the Contributed Assets and as contemplated by the Operating Agreement, the Company hereby grants to Transferor a 65% Common Interest Percentage in the Company and pays to Transferor monetary consideration in the amount of US\$10.00.

3. General.

3.1 *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to conflict of laws principles of such state.

3.2 *Entire Agreement*. This Agreement (including Schedule A hereto), together with the Operating Agreement, contains the entire agreement between the Parties with respect to the contribution of the Contributed Assets and supersedes all prior or contemporaneous agreements, written or oral, with respect thereto.

3.3 *Amendments and Waivers*. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by any Party of any default or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

3.4 *Construction*. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against either Party.

3.5 *Counterparts*. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent signed and delivered by means of digital imaging and electronic mail or a facsimile machine, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

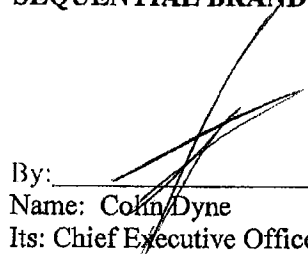
3.6 *Schedules*. The Schedule to this Agreement is a part of this Agreement as if set forth in full herein.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the Effective Date written above.

**TRANSFEROR:**

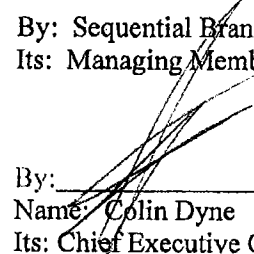
**SEQUENTIAL BRANDS GROUP, INC.**

By:   
Name: Colin Dyne  
Its: Chief Executive Officer  
Date: August 9, 2012  
Place of Signing: Pacific Palisades, California, U.S.

**COMPANY:**

**DVS FOOTWEAR INTERNATIONAL LLC**

By: Sequential Brands Group, Inc.  
Its: Managing Member

By:   
Name: Colin Dyne  
Its: Chief Executive Officer  
Date: August 9, 2012  
Place of Signing: Pacific Palisades, California, U.S.

**SCHEDULE A**  
**Contributed Assets**

Trademark List (by Trademark)

Tuesday, July 31, 2012

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status Next Renewal
SKATE MORE / Class 16	84121.0005 United States of America	C	ORD	76/599,549 28-Jun-2004	27-Sep-2005	3,093,687 16-May-2006	Registered 16-May-2016

Class(es): 16 Int.

SKATE MORE / Class 25	84121.0005 United States of America	D	ORD	76/599,501 28-Jun-2004	26-Jul-2005	3,007,150 18-Oct-2005	Registered 18-Oct-2015
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Class(es): 25 Int.

SKATE MORE / Class 25 (No. 2)	84121.0005 United States of America	E	ORD	85/595,272 11-Apr-2012			Pending
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Class(es): 25 Int.

STEP INTO SUMMER & Design (Hang 10 Foot) / Class 25	84121.0016 United States of America	B	ORD	78/944,271 03-Aug-2006	13-Mar-2007	32,881,97 04-Sep-2007	Registered 04-Sep-2017
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Class(es): 25 Int.