900304705 10/20/2014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM320630 Stylesheet Version v1.2

SUBMISSION TYPE: RESUBMISSION

RESUBMIT DOCUMENT ID: 900304050

CONVEYING PARTY DATA

NATURE OF CONVEYANCE:

Name	Formerly	Execution Date	Entity Type
Sears Brands, LLC		05/12/2014	LIMITED LIABILITY COMPANY: ILLINOIS

ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

RECEIVING PARTY DATA

Name:	Leopard Brands, Inc.	
Street Address:	3350 SW 15 ST	
City:	Deerfield Beach	
State/Country:	FLORIDA	
Postal Code:	33442	
Entity Type:	CORPORATION: FLORIDA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	0975063	JOX	
Registration Number:	1894143	JOX	

CORRESPONDENCE DATA

Fax Number: 8665215663

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.

Phone: 757-726-7799

Email: trademark@culhanemeadows.com

Correspondent Name: Kevin W Grierson Address Line 1: 2736 HOLLY RIDGE LN

Address Line 4: WILLIAMSBURG, VIRGINIA 23185

NAME OF SUBMITTER: Kevin W Grierson **SIGNATURE:** /kwg/ **DATE SIGNED:** 10/20/2014

Total Attachments: 3

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TRADEMARK REEL: 005383 FRAME: 0815 900304705

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into by and between by and between Sears Brands, LLC ("Assignor") and Leopard Brands, Inc. ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS. Assignor is the owner of U.S. Trademark Registration No. 0975063 issued on December 18, 1973 for the stylized mark "JOX" in connection with footwear in Class 25, and U.S. Trademark Registration Number 1894143 issued on May 16, 1995 for the word mark "JOX" in connection with footwear in Class 25 (the "Trademarks"); and

WHEREAS. Assignor desires to assign to Assignee, and Assignee desires to accept such assignment of the Trademarks pursuant to the terms and conditions of this Assignment.

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

- 1. Recitals. The recitals referenced above are true and incorporated in and made a material part of this Agreement.
- Assignment of Trademarks. Effective as of the date executed by Assignor, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to the Trademarks in the Territory, including, without limitation, (i) any goodwill of the business symbolized by the Trademarks; (ii) all registrations and applications for registration of the Trademarks, and (iii) Assignor's right to sue for damages and other remedies against past, present and during a figure content of the Trademarks.
- 3. <u>Further Assurances</u>. Assignor further agrees to execute all documents reasonably necessary to perfect such rights, title, and interest in Assignee, its successors, assigns, and legal representatives.
- 4. <u>Warranties</u>. Assignor represents and warrants that Assignor has not previously assigned, orally or in writing, to any third party any of Assignor's right, title, or interest in and to the Trademarks, including the right to use the Trademarks. Assignor further represents and warrants that Assignor has disclosed to Assignee all information known to Assignor that is related to Assigner's title and interest in and to the Trademarks, including without limitation the chain of title for the Trademarks.
- 4. <u>Successors and Assigns</u>. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both Parties.
- 5 The geographical scope of this Agreement shall be the United States, including its territories and possesions (the "Territory").

[Signatures on Following Pages]

Executed this 25th day of May, 2014.
Executed this 25th day of May, 2014. Agust
Assignor: SEARS BRANDS, LLC
By: Name: Tin Hi-Ko
Name: Tim Hickory Title: VP

STATE OF Illinois COUNTY OF COOK

On this 25 day of May, 2014, before me, a Notary Public in and for the State and County foresaid, personally appeared Timothy S. Hickey known by me to be the person above named and an officer of Sears Brands, LLC, duly authorized to execute this Assignment Agreement on behalf of Sears Brands, LLC, who signed and executed the foregoing instrument on behalf of Sears Brands, LLC.

Notary Public My Commission Expires: 09/22/15

Laura a. Wells

Laura A. Wells

Acknowledged this 15 day of May, 2014.
Assignee: LEOPARD BRANDS, INC. By: Name: HARIUS FOLLOCK Title: PILESIDOR.
On this 15 day of May, 2014, before me, a Notary Public in and for the State and County foresaid personally appeared Agreement of Leopard Brands, Inc. duly authorized to execute this Assignment Agreement on behalf of Leopard Brands, Inc., who signed and executed the foregoing instrument on behalf of Leopard Brands Inc MARY AWED Notary Public My Commission Expires: MARY AWED Notary Public - State of Florida My Comm. Expires Nov 27, 2017 Commission - FF 067181 Bonded Through Mailona Motary Assin.

RECORDED: 10/14/2014