

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM323616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wellco Enterprises, Inc.		08/14/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	The Original Footwear Company		
Street Address:	1821 Industrial Drive		
City:	Stockton		
State/Country:	CALIFORNIA		
Postal Code:	95206		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3445980	W WELLCO	
Registration Number:	3573108	W	
Registration Number:	4390487	THERE // AND // BACK	
Registration Number:	4337457	W	
Registration Number:	2813180	TUFFKUSHION	
Registration Number:	2810762	V-TRAX	
Registration Number:	3073345	WELLCO	
Registration Number:	1369134	FOAMTREADS	
Serial Number:	85587700	ALWAYS A STEP AHEAD	
CORRESPONDENCE DATA			
Fax Number:	2092344250		
<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>			
Phone:	2092344200		
Email:	kevin@originalswat.com		
Correspondent Name:	Kevin Cole		
Address Line 1:	1821 Industrial Drive		
Address Line 4:	Stockton, CALIFORNIA 95206		
NAME OF SUBMITTER:	Kevin D. Cole		

OP \$240.00 3445980

SIGNATURE:	/Kevin D. Cole/
DATE SIGNED:	11/19/2014
Total Attachments: 10 source=Trademark Assignment Wellco#page1.tif source=Trademark Assignment Wellco#page2.tif source=Trademark Assignment Wellco#page3.tif source=Trademark Assignment Wellco#page4.tif source=Trademark Assignment Wellco#page5.tif source=Trademark Assignment Wellco#page6.tif source=Trademark Assignment Wellco#page7.tif source=Trademark Assignment Wellco#page8.tif source=Trademark Assignment Wellco#page9.tif source=Trademark Assignment Wellco#page10.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and entered into by and between Welco Enterprises, Inc., a North Carolina corporation (the "Assignor"), and The Original Footwear Company, a California corporation ("Assignee"), as designee of Original Footwear Holdings, Inc. ("Purchaser").

WHEREAS, Assignor and Purchaser are parties to that certain Asset Purchase Agreement, dated as of July 21, 2014 ("Purchase Agreement") (all capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement); and

WHEREAS, Purchaser has designated Assignee to be assignee of the Assignor's Trademarks (defined below) pursuant to the Purchase Agreement; and

WHEREAS, the Closing of the sale contemplated by Purchase Agreement occurred on August 15, 2014 ("Effective Date"); and

WHEREAS, pursuant to the Purchase Agreement and as a condition to Closing thereunder, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the entire right, title and interest in and to the registered trademarks described on Schedule A attached hereto, and all other trademarks that are owned by Assignor which are used in or otherwise related to the Business, together with the goodwill associated with any of the foregoing (the "Trademarks").

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

Effective as of the Closing, Assignor hereby irrevocably sells, assigns, transfers, and relinquishes to Assignee, its successors, assigns, and legal representatives, and Assignee hereby accepts from Assignor, the entire right, title, and interest in and to the Trademarks for the United States and all foreign countries, whether or not trademark registration is secured, including, without limitation, all registrations and applications of any of the foregoing and any renewals and extensions of any of the foregoing, in the United States and elsewhere, and together with all (i) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current or future infringements or misappropriations of the Trademarks); (ii) choses in action and rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Trademarks; (iii) corresponding rights that, now or hereafter, that may be secured throughout the world with respect to the Trademarks; and (iv) the goodwill associated with the Trademarks.

Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Trademarks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives at Assignee's sole cost and expense, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits,

by Assignee to more fully and effectively effectuate the purposes of this Agreement, including, without limitation, with respect to: (1) the preparation and prosecution of any applications for registration, or any applications for renewal, relating to the rights assigned herein; (2) the prosecution or defense of any United States Patent and Trademark Office proceedings, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks or this Agreement; (3) obtaining any additional trademark protection relating to the rights assigned herein that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

Notwithstanding anything to the contrary contained herein, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the respective agreements, terms, conditions, limitations, representations, warrants, warrants and obligations contained in the Purchase Agreement and the Sale Order or the survival thereof.

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their respective assigns, transferees and successors.

This Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

WELCO ENTERPRISES, INC.

By: *Paul Collins*
Name: _____
Its: _____

State of TN)
) SS.:
County of Hamblen)

On Oct 23, 2014, before me Rebecca Edwards, personally appeared Paul Collins, 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.

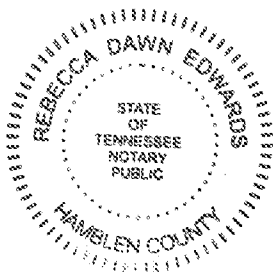
I certify under PENALTY OF PERJURY under the laws of the State of Tn that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Rebecca Edwards

Notary Public

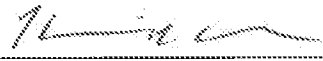
My Commission expires on April 23, 2017



[Signature Page to Welco Trademark Assignment Agreement]

ASSIGNEE:

THE ORIGINAL FOOTWEAR COMPANY

By: 
Name: Kevin Cole
Its: President

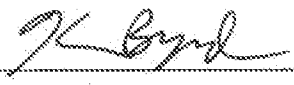
State of CA)
) SS.:
County of San Joaquin)

Kevin Byrd
Notary Public

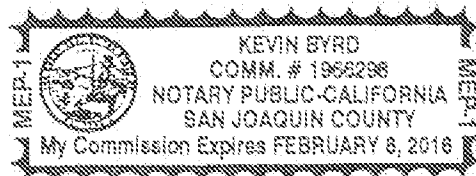
On 11-13-14, 2014, before me, _____, personally appeared Kevin D. Cole, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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 CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal




Kevin Byrd
Notary Public
My Commission expires on _____
Notary Public







SCHEDULE A

(See attached)





TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Mark	Status	App. No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description
United States	ALWAYS A STEP AHEAD	Pending Statement of Use due 10/30/14	85/507,700 Apr. 3, 2012		Wellco Enterprises, Inc.	25 Footwear, namely, work shoes and boots; work boots, namely, combat boots, jungle boots and desert boots
United States	WELLDRI	Pending Statement of Use due 7/31/14	85/367,618 Jul. 11, 2011		Wellco Enterprises, Inc.	24 Fabric for footwear, textile fabric incorporating a waterproof and gas permeable membrane made of polytetrafluoroethylene; waterproof fabric used in the manufacture of footwear and fabrics, namely, multi-layer water repellent fabrics used in the manufacture of footwear
United States	WELLDRI	Pending Statement of Use due 7/31/14	85/367,631 Jul. 11, 2011		Wellco Enterprises, Inc.	25 Footwear
United States	WELCO	Registered	78/596,899 Mar. 29, 2005	3,072,345 Mar. 28, 2006	Wellco Enterprises, Inc.	25 Footwear
United States	FOAMTREADS	Registered	507,180 Nov. 5, 1984	1,369,134 Nov. 5, 1985	Wellco Enterprises, Inc.	25 Slippers, shoes and beach shoes made of leather, fabric, rubber and combinations of said materials
Columbia	W WELCO Plus Stylized "W" and Triangle Design 	Registered	07 075817 Aug. 28, 2008	360882 Aug. 28, 2008	Wellco Enterprises, Inc.	25 Footwear, soles and templates





TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Mark	Status	App. No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description
India	W WELCO Plus Stylized "W" and Triangle Design 	Registered	1583940 Jul 24, 2007	1583940 Oct. 20, 2010	Welco Enterprises, Inc.	25 Footwear, outsoles for constructing footwear, and footbeds in use in footwear
Madrid Protocol	W WELCO Plus Stylized "W" and Triangle Design 	Registered	932863 Jul 17, 2007	932863 Jul 17, 2007	Welco Enterprises, Inc.	25 Goods covered varies by country
Australia	W WELCO Plus Stylized "W" and Triangle Design 	Registered By Madrid Protocol	932863 Jul 17, 2007	1197713 Jul 17, 2007	Welco Enterprises, Inc.	25 Footwear, outsoles for constructing footwear, and footbeds for use in footwear
Switzerland	W WELCO Plus Stylized "W" and Triangle Design 	Registered By Madrid Protocol	932863 Jul 17, 2007	932863 Jul 17, 2007	Welco Enterprises, Inc.	25 Footwear, outsoles for constructing footwear, and footbeds for use in footwear




TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Mark	Status	App. No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description
China	W WELCO Plus Stylized "W" and Triangle Design 	Registered By Madrid Protocol	932863 Jul. 17, 2007	932863 Jul. 17, 2007	Welco Enterprises, Inc.	25 Footwear, outsoles for constructing footwear, and footbeds for use in footwear
European Community	W WELCO Plus Stylized "W" and Triangle Design 	Registered By Madrid Protocol	932863 Jul. 17, 2007	932863 Jul. 14, 2008	Welco Enterprises, Inc.	25 Footwear, outsoles for constructing footwear, and footbeds for use in footwear
Japan	W WELCO Plus Stylized "W" and Triangle Design 	Registered By Madrid Protocol	932863 Jul. 17, 2007	932863 Jul. 17, 2007	Welco Enterprises, Inc.	25 Footwear (other than "boots for sports" and "shoe dowels, shoe pegs, shoe handles, hobnails and shoe protective metal members"); outsoles for constructing footwear (other than "boots for sports"); and footbeds for use in footwear (other than "boots for sports")
Democratic People's Republic of Korea	W WELCO Plus Stylized "W" and Triangle Design 	Registered By Madrid Protocol	932863 Jul. 17, 2007	932863 Jul. 17, 2007	Welco Enterprises, Inc.	25 Footwear, outsoles for constructing footwear, and footbeds for use in footwear

TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Mark	Status	App. No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description
Norway	W WELICO Plus Stylized "W" and Triangle Design 	Registered By Madrid Protocol	932863 Jul. 17, 2007	0932863 Jul. 17, 2007	Welico Enterprises, Inc.	25 Footwear except ski boots, outsoles for constructing footwear, and footbeds for use in footwear except ski boots
Vietnam	W WELICO Plus Stylized "W" and Triangle Design 	Registered By Madrid Protocol	932863 Jul. 17, 2007	932863 Jul. 17, 2007	Welico Enterprises, Inc.	25 Footwear, outsoles for constructing footwear, and footbeds for use in footwear
Pakistan	W WELICO Plus Stylized "W" and Triangle Design 	Registered	239554 Jul. 25, 2007	208305 Aug. 16, 2010	Welico Enterprises, Inc.	25 Footwear, outsoles for constructing footwear, and footbeds in use in footwear
United States	W WELICO Plus Stylized "W" and Triangle Design 	Registered	777091,779 Jan. 26, 2007	3,445,980 Jun. 10, 2008	Welico Enterprises, Inc.	25 Footwear, outsoles for constructing footwear, and footbeds for use in footwear

TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Mark	Status	App. No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description
United States	Stylized "W" and Triangle Design 	Registered	77/091,765 Jan. 26, 2007	3,573,108 Feb. 10, 2009	Welico Enterprises, Inc.	25 Footwear, outsoles for constructing footwear, and footbeds for use in footwear
United States	THERE // AND // BACK 	Registered	85/620,698 May 9, 2012	4,390,487 Aug. 27, 2013	Welico Enterprises, Inc.	25 Footwear, namely, work shoes and boots; work boots, namely, combat boots, jungle boots and desert boots
United States	Design Mark 	Registered	85/615,985 May 3, 2012	4,337,457 May 21, 2013	Welico Enterprises, Inc.	25 Footwear, namely, work shoes and boots; work boots, namely, combat boots, jungle boots and desert boots
United States	TUFFKUSHION	Registered	78/230,971 Mar. 27, 2003	2,813,180 Feb. 10, 2004	Welico Enterprises, Inc.	25 Midsoules
United States	V-TRAX	Registered To be cancelled 8/3/14	78/230,929 Mar. 27, 2003	2,810,762 Feb. 3, 2014	Welico Enterprises, Inc.	25 Outsoles