

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CCS Direct LLC		11/25/2014	LIMITED LIABILITY COMPANY: WISCONSIN
Foot Locker Retail, Inc.		11/25/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	CCS Switch, LLC		
Street Address:	5909 NE 80th Avenue		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97218		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4396390	CCS	
Registration Number:	4407237	[CCS]	
Registration Number:	4187076	CCS	
Registration Number:	4206210	[CCS]	
Registration Number:	4295881	CCS	
Registration Number:	3972272	CCS	
Registration Number:	2695754	[CCS]	
Registration Number:	4601674	[CCS]	
Registration Number:	4364929	CCS	
Registration Number:	3976299	[CCS]	
Registration Number:	2338365	CCS	
CORRESPONDENCE DATA			
Fax Number:	3125511101		
<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:	312-551-8300		
Email:	ipdocket@pfs-law.com		
Correspondent Name:	Patzik, Frank & Samotny Ltd.		
Address Line 1:	150 S. Wacker Drive		
900309082		TRADEMARK	
		REEL: 005413 FRAME: 0912	

OP \$290.00 4396390

Address Line 2:	Suite 1500
Address Line 4:	Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	6152-023
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NAME OF SUBMITTER:	Scott W. Smilie
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SIGNATURE:	/Scott W. Smilie/
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DATE SIGNED:	12/04/2014
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, CCS DIRECT LLC, a Wisconsin limited liability company and FOOT LOCKER RETAIL, INC., a New York corporation ("Assignors") hereby sell, transfer, assign, and convey to CCS SWITCH, LLC, a Delaware limited liability company ("Assignee"), all of Assignors' right, title and interest in and to the trademark registrations, service mark registrations, trade names, trademarks, service marks, service mark applications and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized thereby (all of the aforementioned marks collectively referred to herein as the "Trademarks"), the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made. Assignors also shall assign unto Assignee all claims for damages by reason of infringement prior to the date hereof of the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors and assigns.

Assignors agree without charge to Assignee but at Assignee's expense to execute and deliver to Assignee such instruments necessary or desirable to perfect the above-described transfer of the Trademarks in the United States Patent and Trademark Office and the trademark offices of any foreign countries.

Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to record Assignee as the owner of the Trademarks.

This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws principles of such State to the extent that the laws of another jurisdiction would be required thereby.

This Trademark Assignment may be executed in any number of counterparts, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding up on all of the parties hereto notwithstanding the fact that all parties are not signatory to the original or the same counterpart; provided, however, that Assignor shall, from time to time upon Assignee's reasonable request, provide Assignee with one or more signed duplicate originals of this Trademark Assignment as may be reasonably required to perfect and maintain the Trademarks in the trademark offices of any foreign countries. For purposes hereof facsimile and .PDF signatures shall be deemed originals.

This Trademark Assignment is entered into pursuant to that certain Asset Sale Agreement by and between Assignors and Assignee dated as of the date hereof (the "Asset Sale Agreement"). In the event of any conflict between this Trademark Assignment and the Asset Sale Agreement, the Asset Sale Agreement shall control.

[Signature pages follow]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below.

ASSIGNORS:

CCS DIRECT LLC

By: *Dowe Tillema*
Name: Dowe Tillema
Title: President

Date: November 25, 2014

STATE OF Wisconsin
COUNTY OF Marathon

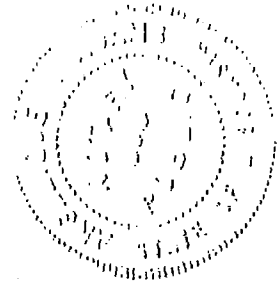
Sworn to and subscribed before me this 25 day of November, 2014.
 Personally Known or Produced _____ as Identification

Angeliqve M Adams
(Signature of Notary Public-State of Wisconsin)

Angeliqve M. Adams
(Name of Notary Typed, Printed, or Stamped)

(SEAL)

My Commission Expires 1/17/16



FOOT LOCKER RETAIL, INC.

By: *Lauren B Peters*
Name: Lauren B. Peters
Title: Executive Vice President

Date: November 25, 2014

STATE OF NEW YORK
COUNTY OF NEW YORK

Sworn to and subscribed before me this 25th day of November, 2014.
 Personally Known or Produced _____ as Identification

Janet Schnittger
(Signature of Notary Public-State of _____)

(Name of Notary Typed, Printed, or Stamped)

(SEAL)

JAMES H. SCHNITTGER
Notary Public, State of New York
No. 4760366
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires February 28, 2015

[Signature Page to Trademark Assignment]

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	US REGISTRATION NUMBER
CCS	4,396,390
(CCS)	4,407,237
CCS	4,187,076
(CCS)	4,206,210
CCS	4,295,881
CCS	3,972,272
(CCS)	2,695,754
(CCS)	4,601,674
CCS	4,364,929
(CCS)	3,976,299
CCS	2,338,365

FOREIGN TRADEMARK REGISTRATION

TRADEMARK	COUNTRY	REGISTRATION NUMBER
(CCS)	Australia	1274422
CCS	Australia	1274427
(CCS)	Canada	TMA851,609
CCS	Canada	TMA851,610
CCS	Community Trademarks	007419237
(CCS)	Community Trademarks	007419211
CCS	New Zealand	799465
(CCS)	New Zealand	799466

TRADEMARK	COUNTRY	REGISTRATION NUMBER
	Norway	200814717
CCS	Norway	200814716
CCS	Switzerland	585693
	Switzerland	585692
CCS	United Kingdom	2503307
	United Kingdom	2503340

COMMON LAW



- 1.
2. CCS.COM
3. CCS DIRECT
4. CCS DIRECT, LLC