

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337026

<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>
Carrini, Inc.		03/20/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	South River Footwear, LLC		
<b>Street Address:</b>	140 Smith Street		
<b>City:</b>	Keasbey		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08832		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3006872	CA COLLECTION	
<b>Registration Number:</b>	3230235	CA COLLECTION BY CARRINI	
<b>Registration Number:</b>	1340883	CARRINI	
<b>Registration Number:</b>	2234855	COOL WAVES	
<b>Registration Number:</b>	3527927	IF CARRINI INTERNATIONAL FASHION	
<b>Registration Number:</b>	4561083	LEUVEN ALEXANDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3154229331		
<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>	585-419-8636		
<b>Email:</b>	harrisbeachip@harrisbeach.com		
<b>Correspondent Name:</b>	Neal L. Slifkin, Harris Beach PLLC		
<b>Address Line 1:</b>	99 Garnsey Road		
<b>Address Line 4:</b>	Pittsford, NEW YORK 14534		
<b>ATTORNEY DOCKET NUMBER:</b>	180326		
<b>NAME OF SUBMITTER:</b>	Neal L. Slifkin		
<b>SIGNATURE:</b>	/Neal L. Slifkin/		
<b>DATE SIGNED:</b>	04/02/2015		

CH \$165.00 3006872

**Total Attachments: 2**

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Assignment of Trademarks

WHEREAS, Carrini, Inc. a New Jersey corporation, having an address of 140 Smith Street, 5th Floor, Keasbey, New Jersey 08832, (hereinafter "Assignor") is the owner of United States and foreign trademarks, and the applications and registrations therefor, as identified on the attached Schedule A (hereinafter referred to as the "Marks" and the "Applications/Registrations"); and

WHEREAS, South River Footwear, LLC, a Delaware Limited Liability Company, having an address of 140 Smith Street, Keasbey, New Jersey 08832 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to said Marks and said Applications/Registrations therefor, together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to sue and recover for damages and profits for past infringements thereof.

NOW, THEREFORE, by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Marks and the Applications/Registrations therefor for the United States, and throughout the world together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to sue and recover for damages and profits for past infringements thereof. Assignor represents that Assignee is a successor to the portion of business of the Assignor to which the Marks pertain.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Marks and said Applications/Registrations in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor, which shall include, without limitation, execution of any forms, statements or other documents required by any trademark office relating to the Marks or the Applications/Registrations listed in Schedule A. Notwithstanding the foregoing, Assignee shall be exclusively responsible for any fees or payments to third parties arising from such efforts.

CARRINI, INC.

Date: 3/20/2015

By: Eli Chabot  
Eli Chabot  
Title: V. PRESIDENT

SCHEDULE A

SCHEDULE A

**U.S. TRADEMARK REGISTRATIONS:**

Mark	Registration No.
CA COLLECTION	3,006,872
CA COLLECTION BY CARRINI Logo	3,230,235
CARRINI and Design	1,340,883
COOL WAVES	2,234,855
IF CARRINI INTERNATIONAL FASHION & Design	3,527,927
LEUVEN ALEXANDER	4,561,083

**FOREIGN TRADEMARK REGISTRATIONS:**

Country	Mark	Registration No.
Mexico	CARRINI and Design	400,166