

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRYMAX SPORTS, LLC		07/02/2015	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	WILLIAM A. B. BLYTHE		
Street Address:	3990 RUTH WAY		
Internal Address:	SUITE D		
City:	PASO ROBLES		
State/Country:	CALIFORNIA		
Postal Code:	93446-5996		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3224606	X-SOLE	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	704-331-2498		
Email:	barbarabrown@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BLVD, SUITE 400		
Address Line 2:	POST OFFICE BOX 13706		
Address Line 4:	RALEIGH, NORTH CAROLINA 27709		
ATTORNEY DOCKET NUMBER:	036063.000001		
NAME OF SUBMITTER:	W. Kevin Ransom		
SIGNATURE:	/W. Kevin Ransom/		
DATE SIGNED:	07/13/2015		
Total Attachments: 4			
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RECORDATION OF ASSIGNMENT

This recordation of assignment ("Recordation") is entered into as of the ^{2nd} day of July, 2015 (the "Execution Date") and effective as of February 7, 2014 (the "Effective Date"), by and between Drymax Sports, LLC, a dissolved North Carolina limited liability company (the "Assignor"), and William A. B. Blythe, a California resident (the "Assignee").

WHEREAS, on the Effective Date, Assignor was the owner of all right, title, and interest in and to the patents and trademarks listed on Exhibits A, B, and C (the "Patents" and "Trademarks"); and

WHEREAS, on the Effective Date, Assignor transferred and assigned all right, title, and interest in and to the Patents and Trademarks to Assignee; and

WHEREAS, the parties are now desirous of recording such prior transfer and assignment of the Patents, Trademarks from Assignor to Assignee;

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

1. Effective as of the Effective Date, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of Assignor's worldwide right, title, and interest in and to the Patents and the inventions claimed therein, including: (i) all original, reissued, and reexamined letters patent that originate therefrom in this and in foreign countries, (ii) all rights of priority, (iii) all continuation, divisional, continuation-in-part, and substitute patent applications that may be filed therefor in the United States and in foreign countries, and all original, reissued, and reexamined letters patents that may issue from said continuation, divisional, continuation-in-part, and substitute applications, (iv) the rights to all income derived from the Patents, including the right to sue for past infringement thereof and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns; the same to be held and enjoyed by Assignee, its successors, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Recordation had not been made.

2. Effective as of the Effective Date, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of Assignor's worldwide right, title, and interest in and to the Trademarks, including (i) all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks, (ii) all registrations obtained by Assignor for the Trademarks, including all extensions, renewals, and foreign counterparts thereof, (iii) the right to file any document to maintain the Trademarks and any associated registrations, (iv) all common law trademark and trade name rights in the Trademarks, (v) the right to file applications for registration of the Trademarks worldwide, and (vi) the right to sue for past, present, and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom; the same to be held and enjoyed by Assignee, its successors, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Recordation had not been made.

3. Assignor hereby authorizes the Commissioner for Patents and the Commissioner of Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Patents and Trademarks.

4. Assignor hereby agrees to perform such proper and additional acts and execute such additional documents as are deemed necessary by Assignee or the governmental agencies having jurisdiction over the Patents and Trademarks to (i) obtain and enforce patent, trademark or other legal protection of any Patents or Trademarks in the United States or in a foreign country; (ii) give full effect to and perfect the rights of Assignee under this Recordation, including but not limited to executing all documents necessary to register in the name of Assignee the assignment of the Patents and Trademarks with the appropriate government offices; and (iii) enforce Assignee's interest in the Patents and Trademarks.

5. This Recordation shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Recordation may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this document, through their duly authorized representatives, effective as of the Effective Date and executed on Execution Date.

DRYMAX SPORTS, LLC, a dissolved North Carolina
limited liability company

Assignor

By: 

Name: William A. B. Blythe

Title: Sole Member and Manager (with the authority to
do all acts necessary and proper to effect the
dissolution of Drymax Sports, LLC)

WILLIAM A. B. BLYTHE

Assignee

By: 

Name: William A. B. Blythe

Exhibit B

I. Patents

Jurisdiction	Title	Patent No.	Issue Date
USA	Insole Assembly for Footwear	6,192,607	2/27/2001
USA	Insole for Footwear	D403847	1/12/1999

II. Trademarks

Jurisdiction	Mark	Registration No.	Registration Date
USA	X-SOLE	3,224,606	4/3/2007
CA	X-SOLE	TMA763729	4/9/2010