

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Balance Athletic Shoe, Inc.		07/31/2015	CORPORATION: MASSACHUSETTS
New Balance Licensing, LLC		07/31/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	The Rockport Company, LLC		
Street Address:	1895 J.W. Foster Boulevard		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2791689	ARAVON	
Registration Number:	4195885	COBB HILL	
Registration Number:	0895088	DUNHAM	
Registration Number:	3948000	DUNHAM	
Registration Number:	3016520	DUNHAM	
Registration Number:	3947999	DUNHAM	
Registration Number:	4035170	DUNHAM	
Registration Number:	0740975	DUNHAM TYROLEANS	
Registration Number:	4035171	DUNHAM	
Registration Number:	2800882	A	
Registration Number:	2753373	D	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	6175701000		

OP \$290.00 2791689

Email: rthomas@goodwinprocter.com
Correspondent Name: Ryan E. Thomas
Address Line 1: Goodwin Procter LLP
Address Line 2: Exchange Place, 53 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 066149/237049

NAME OF SUBMITTER: Ryan E. Thomas

SIGNATURE: /RET/

DATE SIGNED: 08/06/2015

Total Attachments: 10

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 31st day of July, 2015, by and among New Balance Athletic Shoe, Inc., a corporation organized and existing under the laws of Massachusetts ("NBAS"), New Balance Licensing, LLC, a limited liability company organized and existing under the laws of Massachusetts ("NBL"), and, together with NBAS, "Assignor"), and The Rockport Company, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain IP Transfer Agreement, dated as of the date hereof (the "Transfer Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby; and

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is willing to acquire the Marks from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and in the Transfer Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor, on behalf of itself and its Affiliates, does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past, present and future infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

NEW BALANCE ATHLETIC SHOE, INC.

By: [Signature]
Name:
Title:

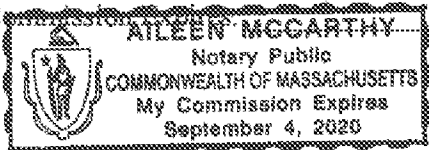
NOTARIZATION

On this 31st day of July, 2014⁵, before me, the undersigned Notary Public, personally appeared Paul R. Gauron, proved to me through satisfactory evidence of identification, which was/were personally known, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]
Signature of Notary

(Seal)

My Commission Expires



NEW BALANCE LICENSING, LLC

By: [Signature]
Name:
Title:

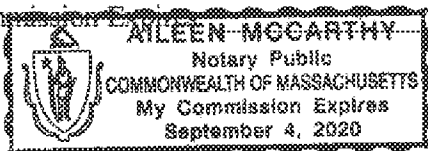
NOTARIZATION

On this 31st day of July, 2014⁵, before me, the undersigned Notary Public, personally appeared Paul R. Gauron, proved to me through satisfactory evidence of identification, which was/were personally known, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]
Signature of Notary

(Seal)

My Commission Expires



Signature page to Trademark Assignment

THE ROCKPORT COMPANY, LLC

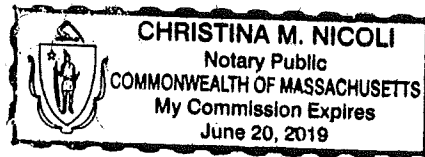
By: *R. Infante*
Name:
Title:

On this ___ day of _____, 2014, before me, the undersigned Notary Public, personally appeared Robert Infante, proved to me through satisfactory evidence of identification, which was/were personally known, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Christina M. Nicoli
Signature of Notary

(Seal)

My Commission Expires: 6/20/2019



Signature page to Trademark Assignment

Exhibit A
Marks

FILE NUMBER	MARK	STATUS	COUNTRY	FILING DATE	SERIAL NUMBER	REG. DATE	REG. NUMBER	CLASS
<u>NBK-0880JUS</u>	<u>ARAVON</u>	Registered	US	Nov 17, 1999	75851519	Dec 9, 2003	2791689	25 INT
<u>NBK-1036CA</u>	<u>ARAVON</u>	Registered	CA	Jan 17, 2002	1128423	Nov 6, 2003	TMA594134	25 INT
<u>NBK-1037CTM</u>	<u>ARAVON</u>	Registered	EM	Dec 24, 2001	002516482	Dec 24, 2001	002516482	25 INT
<u>NBK-1038BR</u>	<u>ARAVON</u>	Registered	BR	Jan 16, 2002	824271050	Mar 5, 2013	824271050	25 INT
<u>NBK-1301</u>	<u>ARAVON</u>	Registered	GT	Nov 2, 2004	M81392004	May 11, 2005	135621	25 INT
<u>NBK-1421</u>	<u>ARAVON</u>	Registered	AU	Feb 17, 2006	1099359	Oct 5, 2006	1099359	25 INT
<u>NBK-0042JP</u>	<u>ARAVON</u>	Registered	JP	Dec 26, 2001	2001115026	Sep 6, 2002	4601883	25 INT
<u>NBK-0691AR</u>	<u>ARAVON</u>	Open	AR	Jul 31, 2009	2933551	May 7, 2010	2366922	25 INT
<u>TM2007034IB</u>	<u>ARAVON</u>	Registered	IB	Jun 20, 2007	928352	Jun 20, 2007	928352	25 INT
<u>TM2007041HK</u>	<u>ARAVON</u>	Registered	HK	Jun 21, 2007	300896491	Jun 21, 2007	300896491	25 INT
<u>TM2007043NZ</u>	<u>ARAVON</u>	Registered	NZ	Jun 21, 2007	770795	Jan 10, 2008	770795	25 INT
<u>TM2007044TW</u>	<u>ARAVON</u>	Registered	TW	Jun 21, 2007	096029112	Feb 16, 2008	01301419	25 INT
<u>TM2007045IL</u>	<u>ARAVON</u>	Registered	IL	Jun 21, 2007	201436	Jan 7, 2010	201436	25 INT

<u>TM2007102CN</u>	<u>ARAVON</u>	Registered	CN	Jun 20, 2007	928352	Jun 20, 2007	928352	25 INT
<u>TM2007103KR</u>	<u>ARAVON</u>	Partial Provisional Refusal	KR	Jun 20, 2007	928352	Jun 20, 2007		25 INT
<u>TM2007104SG</u>	<u>ARAVON</u>	Registered	SG	Jun 20, 2007	T07162771	Jun 20, 2007	928352	25 INT
<u>TM2007049AU</u>	<u>Aravon w/ stylized a</u>	Registered	AU	Jun 14, 2007	1181545	Jun 14, 2007	1181545	25 INT
<u>TM2011060US</u>	<u>Cobb Hill</u>	Registered	US	Sep 8, 2011	85417393	Aug 21, 2012	4195885	25 INT
<u>TM2011063IB</u>	<u>Cobb Hill</u>	Registered	IB	Sep 20, 2011	1093586	Sep 20, 2011	1093586	25 INT
<u>TM2011064BX</u>	<u>Cobb Hill</u>	Registered	BX	Sep 20, 2011	1093586	Sep 20, 2011	1093586	25 INT
<u>TM2011065CN</u>	<u>Cobb Hill</u>	Registered	CN	Sep 20, 2011	1093586	Sep 20, 2011	1093586	25 INT
<u>TM2011066KR</u>	<u>Cobb Hill</u>	Registered	KR	Sep 20, 2011	1093586	Sep 20, 2011	1093586	25 INT
<u>TM2011067AU</u>	<u>Cobb Hill</u>	Registered	AU	Sep 20, 2011	1455785	Sep 20, 2011	1455785(I/R#1093586	25 INT
<u>TM2011068JP</u>	<u>Cobb Hill</u>	Registered	JP	Sep 20, 2011	1093586	Sep 20, 2011	1093586	25 INT
<u>TM2011069CA</u>	<u>Cobb Hill</u>	Registered	CA	Sep 21, 2011	1544570	May 14, 2013	TMA850940	25 INT
<u>TM2011070MX</u>	<u>Cobb Hill</u>	Total Provisional Refusal	MX	Sep 21, 2011	1213122			25 INT
<u>TM2011071CTM</u>	<u>Cobb Hill</u>	Registered	EM	Sep 20, 2011	1093586	Sep 20, 2011	1093586	25 INT
<u>TM2012037BR</u>	<u>COBB HILL</u>	Pending	BR	Jun 12,	904892816			25 INT

<u>NBK-0847</u>	<u>DUNHAM</u>	Registered	US	2012	May 5, 1969	72326362	Jul 21, 1970	0895088	25 INT
<u>NBK-0869</u>	<u>DUNHAM</u>	Registered	AT	Feb 5, 1992	AM51592	May 5, 1992	142074	25 INT	
<u>NBK-0872</u>	<u>DUNHAM</u>	Registered	CA	Feb 20, 1992	699353	Aug 2, 1996	TMAA460625	25 INT	
<u>NBK-0931</u>	<u>DUNHAM</u>	Registered	US	Apr 3, 2000	76015365	Apr 19, 2011	3948000	18 INT, 25 INT	
<u>NBK-0932</u>	<u>DUNHAM</u>	Registered	ES	Feb 12, 1992	1683507	Apr 3, 1995	1683507	25 INT	
<u>NBK-0933</u>	<u>DUNHAM</u>	Registered	DE	Jan 30, 1992	D5050925WZ	Jan 5, 1993	2027548	25 INT	
<u>NBK-0939</u>	<u>DUNHAM</u>	Registered	US	Jul 23, 1999	75758998	Nov 22, 2005	3016520	25 INT	
<u>NBK-1303</u>	<u>DUNHAM</u>	Registered	GT	Nov 3, 2004	M81982004	May 24, 2005	135853	25 INT	
<u>NBK-0015</u>	<u>DUNHAM</u>	Registered	JP	Apr 11, 1980	292211980	Sep 29, 1983	1620432	22	
<u>NBK-0905</u>	<u>DUNHAM & Design</u>	Registered	CL	Apr 5, 2000	481493	Oct 26, 2000	900925	18 INT, 25 INT	
<u>NBK-0907</u>	<u>DUNHAM & Design</u>	Registered	CN	Mar 31, 2000	2000041019	May 7, 2001	1565399	25 INT	
<u>NBK-0909CTM</u>	<u>DUNHAM & Design</u>	Registered	EM	Mar 23, 2000	001572767	Jul 3, 2001	001572767	18 INT, 25 INT	
<u>NBK-0913</u>	<u>DUNHAM & Design</u>	Registered	HK	Mar 23, 2000	200006275	Sep 26, 2000	130312000	18 INT	
<u>NBK-0915</u>	<u>DUNHAM & Design</u>	Registered	MX	Mar 29, 2000	418299	Jun 28, 2001	704345	25 INT	
<u>NBK-0922</u>	<u>DUNHAM & Design</u>	Registered	PL	Mar 28, 2000	Z215954	Mar 28, 2000	146994	18 INT, 25 INT	

<u>NBK-0924</u>	<u>DUNHAM & Design</u>	Registered	RU	Mar 23, 2000	2000706419	Mar 23, 2000	208194	18 INT, 25 INT
<u>NBK-0926</u>	<u>DUNHAM & Design</u>	Registered	SG	Mar 30, 2000	T0005228E	Mar 30, 2000	T0005228E	25 INT
<u>NBK-0928</u>	<u>DUNHAM & Design</u>	Registered	TW	Mar 30, 2000	89017231	May 31, 2001	943989	25 INT
<u>NBK-0930</u>	<u>DUNHAM & Design</u>	Registered	US	Apr 3, 2000	76015364	Apr 19, 2011	3947999	18 INT, 25 INT
<u>NBK-0935</u>	<u>DUNHAM & Design</u>	Registered	HK	Mar 23, 2000	200006277	Sep 26, 2000	130332000	25 INT
<u>NBK-1179</u>	<u>DUNHAM & Design</u>	Registered	US	May 6, 2003	76523055	Oct 4, 2011	4035170	1, 3
<u>NBK-1183</u>	<u>DUNHAM & Design</u>	Registered	CO	May 9, 2003	03038829	Jun 28, 2004	283560	25 INT
<u>NBK-1184</u>	<u>DUNHAM & Design</u>	Registered	VE	May 16, 2003	2003006168	Jul 30, 2004	253242P	25 INT
<u>NBK-1185</u>	<u>DUNHAM & Design</u>	Registered	GT	Jun 10, 2003	127427	Jan 20, 2004	127427	25 INT
<u>NBK-1186</u>	<u>DUNHAM & Design</u>	Registered	PA	Jun 2, 2003	127443	Jun 2, 2003	127443	25 INT
<u>NBK-1187</u>	<u>DUNHAM & Design</u>	Registered	CR	May 15, 2003	28832003	Dec 8, 2003	142977	25 INT
<u>NBK-0017</u>	<u>DUNHAM & Design</u>	Open	AR	Mar 30, 2000	3104138(old2277575)	Sep 20, 2001	2487425	25 INT
<u>NBK-0019</u>	<u>DUNHAM & Design</u>	Registered	IN	Mar 24, 2000	912322	Aug 18, 2006	912322	25 INT
<u>NBK-1294</u>	<u>DUNHAM (stylized)</u>	Registered	KR	Jun 29, 2004	294472004	Oct 6, 2005	633935	18 INT, 25 INT
<u>NBK-1293</u>	<u>DUNHAM (word mark)</u>	Registered	KR	Jun 29, 2004	294462004	Oct 6, 2005	633934	18 INT, 25 INT

<u>NBK-0898</u>	<u>DUNHAM AND Design</u>	Registered	AU	Mar 22, 2000	828660	Jul 1, 2002	828660	18 INT, 25 INT
<u>NBK-0901</u>	<u>DUNHAM AND Design</u>	Registered	BR	May 29, 2000	822764601	Jun 13, 2006	822764601	25 INT
<u>NBK-0920</u>	<u>DUNHAM AND Design</u>	Registered	NZ	Mar 22, 2000	611017	Nov 9, 2000	B611017	25 INT
<u>NBK-1004</u>	<u>DUNHAM AND Design</u>	Registered	IL	Feb 28, 2001	147051	Feb 28, 2001	147051	25 INT
<u>NBK-1595</u>	<u>DUNHAM AND Design</u>	Registered	BY	Jan 19, 2007	20070196	Mar 2, 2010	32029	25 INT
<u>NBK-0848</u>	<u>DUNHAM TYROLEANS</u>	Registered	US	Feb 8, 1962	72137512	Nov 20, 1962	740975	25 INT
<u>NBK-1192</u>	<u>DUNHAM w/stylized D</u>	Registered	US	Jul 2, 2003	76529113	Oct 4, 2011	4035171	1, 3
<u>NBK-1228</u>	<u>DUNHAM w/stylized D</u>	Registered	CA	Sep 19, 2003	1191229	Oct 5, 2006	TMA674228	5, 3, 26, 1
<u>NBK-0896</u>	<u>DUNHAM'S</u>	Registered	IT	May 30, 1970	TO2000C001753	Mar 28, 1972	909785	25 INT
<u>NBK-0934</u>	<u>DUNHAM'S</u>	Registered	CH	May 22, 1990	398219909	Jul 31, 1991	383406	25 INT
<u>NBK-1019</u>	<u>STYLIZED 'a'</u>	Registered	US	Aug 2, 2001	76294372	Dec 30, 2003	2800882	25 INT
<u>NBK-1033</u>	<u>STYLIZED 'a'</u>	Registered	CA	Jan 17, 2002	1128422	Aug 27, 2004	TMA617847	25 INT
<u>NBK-1034</u>	<u>STYLIZED 'a'</u>	Registered	EM	Jan 4, 2002	3157872	Aug 4, 2003	002524320	25 INT
<u>NBK-1035</u>	<u>STYLIZED 'a'</u>	Registered	BR	Jan 30, 2002	824347730	Jul 10, 2007	824347730	25 INT
<u>NBK-1302</u>	<u>STYLIZED 'a'</u>	Registered	GT	Nov 19, 2004	M85162004	Dec 6, 2005	139591	25 INT

<u>NBK-0858</u>	<u>STYLIZED 'D'</u>	Registered	US	Mar 26, 1999	75668023	Aug 19, 2003	2753373	25 INT
<u>NBK-0862</u>	<u>STYLIZED 'D'</u>	Registered	EM	Jul 29, 1999	1259183	Jul 29, 1999	001259183	18 INT, 25 INT
<u>NBK-0899</u>	<u>STYLIZED 'D'</u>	Registered	AU	Mar 22, 2000	828661	Jul 1, 2002	828661	25 INT
<u>NBK-0902</u>	<u>STYLIZED 'D'</u>	Registered	BR	May 29, 2000	822764784	May 30, 2006	822764784	25 INT
<u>NBK-0903</u>	<u>STYLIZED 'D'</u>	Registered	CA	Mar 22, 2000	1051852	Oct 23, 2003	TMA592956	25 INT
<u>NBK-0908</u>	<u>STYLIZED 'D'</u>	Registered	CN	Mar 31, 2000	2000041020	May 7, 2001	1565398	25 INT
<u>NBK-0914</u>	<u>STYLIZED 'D'</u>	Registered	HK	Mar 23, 2000	200006276	Sep 26, 2000	130322000	18 INT
<u>NBK-0916</u>	<u>STYLIZED 'D'</u>	Open	MX	Mar 29, 2000	418300	Oct 31, 2000	676807	25 INT
<u>NBK-0923</u>	<u>STYLIZED 'D'</u>	Registered	PL	Mar 28, 2000	Z215955	Mar 28, 2004	146993	18 INT, 25 INT
<u>NBK-0925</u>	<u>STYLIZED 'D'</u>	Registered	RU	Mar 23, 2000	2000706343	Mar 5, 2002	209319	18 INT, 25 INT
<u>NBK-0927</u>	<u>STYLIZED 'D'</u>	Registered	SG	Mar 30, 2000	T0005230G	Apr 23, 2002	T0005230G	25 INT
<u>NBK-0929</u>	<u>STYLIZED 'D'</u>	Registered	TW	Mar 30, 2000	89017232	May 31, 2001	951372	25 INT
<u>NBK-0936</u>	<u>STYLIZED 'D'</u>	Registered	HK	Mar 23, 2000	200006274	Sep 26, 2000	130302000AA	25 INT
<u>NBK-1295</u>	<u>STYLIZED 'D'</u>	Registered	KR	Jun 29, 2004	294482004	Oct 6, 2005	633936	18 INT, 25 INT
<u>NBK-1304</u>	<u>STYLIZED 'D'</u>	Registered	GT	Nov 19, 2004	M85172004	Dec 1, 2005	139464	25 INT

NBK-1596	STYLIZED 'D'	Registered	BY	Jan 19, 2007	20070195	Mar 2, 2010	32028	25 INT
NBK-0018	STYLIZED 'D'	Open	AR	Mar 30, 2000	3115131	Nov 12, 2001	2495354	25 INT
NBK-0020	STYLIZED 'D'	Registered	IN	Mar 24, 2000	912323	Sep 21, 2006	912323	25 INT
	DUNHAM	Registered	JP	Apr 21, 2000	2000-043134	Jun 29, 2001	4487040	18 INT

TRADEMARK

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