

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362785

<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>
McCrane, Inc.		09/15/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Implus Footcare, LLC		
<b>Street Address:</b>	2001 T.W. Alexander Drive		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27703		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1741463	HARBINGER	
<b>Registration Number:</b>	1815034	HARBINGER	
<b>Registration Number:</b>	2378621	REAL WASH & DRY LEATHER	
<b>Registration Number:</b>	3229021		
<b>Registration Number:</b>	3253086	WASH & DRY	
<b>Registration Number:</b>	3608549	TRAINING GRIP	
<b>Registration Number:</b>	3672980	BIG GRIP	
<b>Registration Number:</b>	3719973	BIG GRIP II	
<b>Registration Number:</b>	3796922	GYM GERMS	
<b>Registration Number:</b>	4054944	HARBINGER ANTIMICROBIAL TREATED TO CONTR	
<b>Registration Number:</b>	4325832	WASH & DRY REAL LEATHER	
<b>Registration Number:</b>	4431056	GLOVEMATE	
<b>Registration Number:</b>	4486315	A	
<b>Registration Number:</b>	4494603	HARBINGER	
<b>Registration Number:</b>	4527089		
<b>Registration Number:</b>	4540518	ABX	
<b>Registration Number:</b>	4689091	X	
<b>Serial Number:</b>	85675292		
<b>Serial Number:</b>	85675326	BIOFLEX	

CH \$640.00 1741463

Property Type	Number	Word Mark
Serial Number:	85675355	BIOFORM
Serial Number:	85728534	HUMANX
Serial Number:	86098394	HU X
Serial Number:	86258978	HX
Serial Number:	86384061	BIG GRIP
Serial Number:	86598377	HUMAN

**CORRESPONDENCE DATA**

Fax Number: 3126025050  
*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.*  
Phone: 312-602-500  
Email: bcipdocketing@bryancave.com  
Correspondent Name: Mark A. Paskar  
Address Line 1: 211 North Broadway, Suite 3600  
Address Line 4: St. Louis, MISSOURI 63102-2750

ATTORNEY DOCKET NUMBER:	C076610/0386641
NAME OF SUBMITTER:	Mark A. Paskar
SIGNATURE:	/Mark A. Paskar/
DATE SIGNED:	11/18/2015

**Total Attachments: 9**  
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**TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** (“**Agreement**”) is made and entered into as of the 15<sup>th</sup> day of September 2015 by and between McCrane, Inc., a California corporation (“**Assignor**”), and Implus Footcare, LLC, a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and David P. McCrane (the “**Purchase Agreement**”).

**RECITALS**

**WHEREAS**, Assignor and Assignee are parties to the Purchase Agreement; and

**WHEREAS**, this Agreement is made and delivered pursuant to [Article VI] of the Purchase Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment**. Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee hereby purchases, acquires, accepts and assumes from Assignor, all worldwide right, title and interest in, to and under the trademark and/or service mark registrations and applications identified on Exhibit A attached hereto, including, without limitation, any and all common law rights thereto, as well as the goodwill of the Business symbolized thereby (collectively, the “**Trademarks**”), together with Assignor’s worldwide right to police, monitor and enforce said Trademarks against any and all past and current infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership and/or registration of the Trademarks.

2. **Authorization**. Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign patent offices) to record this Agreement and transfer the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

3. **Governing Agreement**. This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Agreement and any term or provision of the Purchase Agreement, the conflicting term or provision of the Purchase Agreement shall govern and control to the extent of such conflict. Nothing contained in this Agreement shall alter, extend, diminish or amplify any of the representations, warranties, covenants or obligations of any Party contained in the Purchase Agreement or the survival thereof.

4. **Amendments**. This Agreement may not be amended or modified except by an instrument in writing signed by Assignor and Assignee.

5. **Governing Law**. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

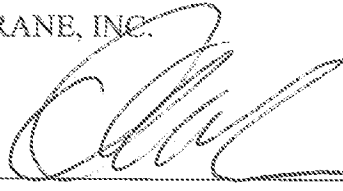
6. **Counterparts**. This Agreement may be executed in two (2) original, facsimile or electronic counterparts, each of which will be deemed an original, both of which when taken together will constitute one and the same instrument.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

"ASSIGNOR"

MCCRANE, INC.

By: 

Name: David P. McCrane

Title: President

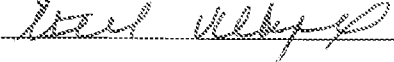
ACKNOWLEDGMENT

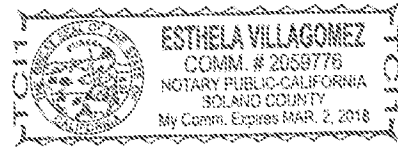
State of California  
County of Solano

On 9/14/2015 before me, Esthela Villagomez Notary Public personally appeared David P. McCrane who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

“ASSIGNEE”

By: 

Name: Seth Richards

Title: Chief Executive Officer

ACKNOWLEDGEMENT

State of North Carolina  
County of Durham

I, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Seth Richards

Witness my hand and official seal, this the 9th day of September,  
(Month) 2015 (Year)

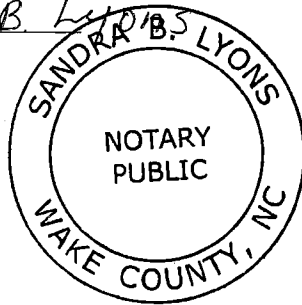
Sandra B. Lyons

Notary Public

Printed Name: Sandra B. Lyons

My Commission Expires:

10/16/2018



**EXHIBIT A**

**Identification of Trademarks**

<b><u>Mark</u></b>	<b><u>Identifying No.</u></b>	<b><u>Registration or Filing Date</u></b>	<b><u>Jurisdiction</u></b>
HARBINGER	Reg. No. 1,741,463	December 22, 1992	United States
HARBINGER	Reg. No. 1,815,034	January 4, 1994	United States
REAL WASH & DRY LEATHER and Design	Reg. No. 2,378,621	August 22, 2000	United States
SHIELD AND CROSS DESIGN	Reg. No. 3,229,021	April 17, 2007	United States
WASH & DRY	Reg. No. 3,253,086	June 19, 2007	United States
TRAINING GRIP	Reg. No. 3,608,549	April 21, 2009	United States
BIG GRIP	Reg. No. 3,672,980	August 25, 2009	United States
BIG GRIP II	Reg. No. 3,719,973	December 1, 2009	United States
GYM GERMS	Reg. No. 3,796,922	June 1, 2010	United States
HARBINGER ANTIMICROBIAL and Design	Reg. No. 4,054,944	November 15, 2011	United States
WASH & DRY REAL LEATHER and Design	Reg. No. 4,325,832	April 23, 2013	United States
GLOVEMATE	Reg. No. 4,431,056	November 12, 2013	United States
STYLIZED A DESIGN	Reg. No. 4,486,315	February 18, 2014	United States
HARBINGER	Reg. No. 4,494,603	March 11, 2014	United States
CROSS DESIGN	Reg. No. 4,527,089	May 6, 2014	United States
AbX	Reg. No. 4,540,518	May 27, 2014	United States

<u>Mark</u>	<u>Identifying No.</u>	<u>Registration or Filing Date</u>	<u>Jurisdiction</u>
TRIANGLE-X DESIGN	Reg. No. 4,689,091	February 17, 2015	United States
CROSS DESIGN	Application No. 85/675,292	July 12, 2012	United States
BIOFLEX	Application No. 85/675,326	July 12, 2012	United States
BIOFORM	Application No. 85/675,355	July 12, 2012	United States
HUMANX and Design	Application No. 85/728,534	September 13, 2012	United States
Hux	Application No. 86/098,394	October 22, 2013	United States
HX DESIGN	Application No. 86/258,978	April 22, 2014	United States
BIG GRIP	Application No. 86/384,061	September 3, 2014	United States
HUMAN	Application No. 86/598,377	April 15, 2015	United States
HARBINGER	Reg. No. 802185	September 29, 2000	Australia
	Reg. No. 819709395	July 6, 1999	Brazil
	Reg. No. 819709379	July 20, 1999	Brazil
	Reg. No. 587720	December 2, 1996	Benelux
	Reg. No. 762,098	March 19, 2010	Canada
	Reg. No. 588,771	January 25, 2001	Chile
	Reg. No. 4681480	February 7, 2009	China
	Reg. No. 459,670	September 11, 2012	Colombia



<u>Mark</u>	<u>Identifying No.</u>	<u>Registration or Filing Date</u>	<u>Jurisdiction</u>
	Reg. No. 53348	September 12, 1997	European Community
	Reg. No. 39541862.3	April 30, 1996	Germany
	Reg. No. 5341690	July 30, 2010	Japan
	Reg. No. 1314273	September 25, 2012	Mexico
	Reg. No. 293071	May 8, 2015	Pakistan
	Reg. No. 293072	May 8, 2015	Pakistan
	Reg. No. 702931	March 19, 2007	South Korea
	Reg. No. 2012/103218	December 25, 2013	Turkey
	Reg. No. P246763	August 22, 2003	Venezuela
SHIELD AND CROSS DESIGN	Reg. No. 706,340	February 1, 2008	Canada
	Reg. No. 1471839	July 20, 2006	India
	Reg. No. 910997	July 24, 2006	International Trademark. Valid in Australia, China, European Community, Japan, Russia and South Korea
	Reg. No. 1313293	September 24, 2012	Mexico
ANTI-MICROBIAL and Design	Reg. No. 763,085	March 31, 2010	Canada
	Reg. No. 7863510	December 14, 2010	China
	Reg. No. 007458854	March 22, 2010	European Community
	Reg. No. 5274039	October 16, 2009	Japan
	Reg. No. 40-0810310	December 31, 2009	South Korea

<u>Mark</u>	<u>Identifying No.</u>	<u>Registration or Filing Date</u>	<u>Jurisdiction</u>
GYM GERMS	Reg. No. 1301158	March 18, 2010	Australia
	Reg. No. 7427506	November 14, 2010	China
	Reg. No. 7863511	December 14, 2010	China
	Reg. No. 008324568	December 11, 2009	European Community
	Reg. No. 5283804	November 17, 2009	Japan
BIG GRIP	Reg. No. 1304894	April 1, 2010	Australia
	Reg. No. 770,443	June 22, 2010	Canada
	Reg. No. 7480044	November 7, 2010	China
	Reg. No. 008373524	December 29, 2009	European Community
	Reg. No. 5289179	December 18, 2009	Japan
	Reg. No. 40-0831361	July 29, 2010	South Korea
BIG GRIP II	Reg. No. 1304893	April 1, 2010	Australia
	Reg. No. 770,425	June 22, 2010	Canada
	Reg. No. 7480043	November 7, 2010	China
	Reg. No. 008373664	January 12, 2010	European Community
	Reg. No. 5289180	December 18, 2009	Japan
	Reg. No. 40-0831362	July 29, 2010	South Korea
HARBINGER ANTIMICROBIAL and Design	Reg. No. 1399173	November 28, 2011	Australia
	Reg. No. 8923240	December 14, 2011	China
	Reg. No. 009695495	July 14, 2011	European Community

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	Reg. No. 40-0933608	September 7, 2012	South Korea
BIOFORM	Reg. No. 1541038	August 14, 2013	Australia
GLOVEMATE	Reg. No. 859,791	September 10, 2013	Canada
HARBINGER	Application No. 1793174	March 6, 2009	India
	Application No. 344228	July 31, 2013	Pakistan
CROSS DESIGN	Reg. No. 1541042	November 12, 2014	Australia
	Application No. 1614190	February 14, 2013	Canada
BIOFLEX	Reg. No. 1541044	November 19, 2014	Australia
	Application No. 1614183	February 14, 2013	Canada
BIOFORM	Application No. 1614184	February 14, 2013	Canada
HUMANX and Design	Application No. 1591656	November 15, 2013	Australia

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