

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366502

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/20/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Balega International, LLC		05/20/2015	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Implus Footcare LLC
Street Address:	2001 TW Alexander Drive, Box 13925
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27709
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3865942	BALEGA
Registration Number:	3058183	BALEGA
Serial Number:	86536196	BALEGA
Registration Number:	2953516	DRYNAMIX
Registration Number:	4799157	DRYNAMIX
Registration Number:	3724412	ENDURO
Registration Number:	3058184	
Registration Number:	4177233	SOFT TREAD
Registration Number:	3104717	TO MOVE WITH SPEED
Registration Number:	4354714	VTECH ARCH SUPPORT SYSTEM

CORRESPONDENCE DATA

Fax Number:

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.

Email: bryce.maynard@bipc.com

Correspondent Name: Bryce J. Maynard

Address Line 1: 1737 King Street Suite 500

OP \$265.00 3865942

Address Line 2: Buchanan Ingersoll & Rooney PC
Address Line 4: Alexandria, VIRGINIA 22314

NAME OF SUBMITTER: Bryce J. Maynard

SIGNATURE: /Bryce J. Maynard/

DATE SIGNED: 12/18/2015

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of May 20, 2015 by and between Balega International, LLC, a North Carolina limited liability company located and doing business at 406 20th Street SE, Hickory, North Carolina, 28602 ("Assignor"), and Implus Footcare LLC, a Delaware limited liability company located and doing business at 2001 TW Alexander Drive, Box 13295, Durham, North Carolina, 27709 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a Unit Purchase Agreement entered into as of May 20, 2015, pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets pertaining to Assignor's business;

WHEREAS, prior to entering into the Unit Purchase Agreement, Assignor was the owner of all right, title and interest in and to the trademark registrations and applications listed in the attached Schedule A, as well as all common law and other rights in the marks embodied in said registrations and applications (hereinafter referred to collectively as "the Marks");

WHEREAS, as part of the Unit Purchase Agreement, Assignor has assigned all of Assignor's right, title, and interest in the marks to Assignee as of May 20, 2015;

WHEREAS, Assignor and Assignee desire to perfect said assignment and hereby confirm the transfer of the Assigned Marks to Assignee;

NOW THEREFORE, be it known that, for and in consideration of good and valuable consideration, the receipt of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Marks, together with the goodwill associated with the Marks and the goodwill of the business associated with the Marks; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any common law rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions; and (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e)).

2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto the Assignee, nunc pro tunc as of May 20, 2015, Assignor's entire right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith and symbolized by the Marks, in its entirety. With respect to applications filed in the United States Patent and Trademark Office ("USPTO") on the basis of the applicant's intent to use such marks in Interstate Commerce, as to which evidence of such use has not yet been filed in the USPTO, such marks are being assigned to the successor to the business of the applicant or portion thereof to which such marks pertain, which business is ongoing and existing

3. Assignor hereby authorizes and requests any official of any country whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

4. Assignor further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Assigned Intellectual Property in Assignee, its successors or assigns.

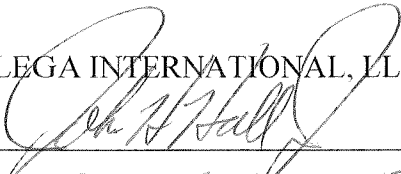
5. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

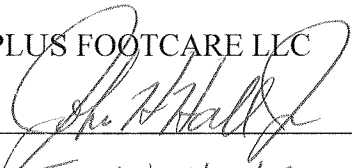
6. The Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of North Carolina.

7. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

8. Nothing contained in this Assignment shall be deemed to supersede or modify any of the obligations, covenants or warranties of Assignor or Assignee contained in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern and control.

IN WITNESS WHEREOF, the said Assignor and Assignee have executed this Assignment.

BALEGA INTERNATIONAL, LLC
By: 
Name: JOHN H. HALL, Jr.
Title: Vice President, General Counsel & Secretary

IMPLUS FOOTCARE LLC
By: 
Name: JOHN H. HALL, Jr.
Title: VP, General Counsel & Secretary

SCHEDULE A**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Country	Reg. No./ App. No.	Mark	Status
USA	3,865,942	BALEGA	Registered
USA	3,058,183	BALEGA and Design	Registered
USA	86/536,196	BALEGA and Design	Pending
USA	2,953,516	DRYNAMIX	Registered
USA	4,799,157	DRYNAMIX	Registered
USA	3,724,412	ENDURO	Registered
USA	3,058,184	Miscellaneous Design	Registered
USA	4,177,233	SOFT TREAD	Registered
USA	3,104,717	TO MOVE WITH SPEED	Registered
USA	4,354,714	VTECH ARCH SUPPORT SYSTEM	Registered
Canada	1,690,331	BALEGA	Pending
Canada	TMA816,088	BALEGA and Design	Registered
Canada	TMA744,159	DRYNAMIX	Registered
Canada	TMA744,156	Running Man Design	Registered
CTM	013135157	BALEGA	Pending
CTM	006680433	DRYNAMIX	Registered
Australia	1642680	BALEGA	Registered
Japan	5730326	BALEGA	Registered
Mexico	1531547	BALEGA	Pending
New Zealand	1003895	BALEGA	Registered