

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396919

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		08/12/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	The Walking Company Holdings, Inc.
Street Address:	25 W. Anapamu Street
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 92

Property Type	Number	Word Mark
Registration Number:	3817099	COMFORTISTA
Registration Number:	3748860	PEDA
Registration Number:	3606939	HALLEX24
Registration Number:	3702172	STRETCHABLES
Registration Number:	3502649	ARCHUPS
Registration Number:	3348012	DIGI-CUSHIONS
Registration Number:	3540995	ADJUST-TO-YOU
Registration Number:	3347438	WALKSMART
Registration Number:	3472932	ON-THE-SPOT
Registration Number:	3322470	DIGI-CUSHIONS
Registration Number:	3383305	STRETCHIES
Registration Number:	3424601	SURE STRIDE
Registration Number:	3407169	SUPPORT FACTOR
Registration Number:	3314151	FOOTSMART KEEPS YOU MOVING IN COMFORT
Registration Number:	3309318	COMFORTOLOGY
Registration Number:	3314152	FOOTSMART
Registration Number:	3326996	PEDABELLA
Registration Number:	3314154	EUROPEDICA

CH \$2315.00 3817099

Property Type	Number	Word Mark
Registration Number:	3231203	SMARTER, BETTER PRODUCTS FOR LOWER BODY
Registration Number:	3303657	SMART SUPPORT
Registration Number:	3620903	ARCHHUGGERS
Registration Number:	3268793	SOFT-FIT
Registration Number:	3181373	CHILL BUSTER
Registration Number:	3018354	FITRIGHT
Registration Number:	3117625	SELECT SUPPORT
Registration Number:	2757204	CUSHI-SEAT
Registration Number:	2767304	FOOTSMART
Registration Number:	2747881	FOOTSMART
Registration Number:	2599053	FOOTSMART
Registration Number:	2687150	FOOTSMART
Registration Number:	2416230	OPTI-BALANCE
Registration Number:	2360675	VARI-WEDGE
Registration Number:	2265724	BIO BALANCE
Registration Number:	2350611	PROARCH
Registration Number:	2132440	FOOTSMART
Registration Number:	2030346	ARTHRISTEP
Registration Number:	2186271	HEEL RX
Registration Number:	2053620	FOOTCO
Registration Number:	2027716	NIGHTTIME FOOT RENEWAL
Registration Number:	1980220	BIO-STRIDE
Registration Number:	2035973	FOOTSMART
Registration Number:	2091620	FOOTSMART
Registration Number:	1980111	ARCH-MATES
Registration Number:	1960969	FOOT ODOR RESCUE
Registration Number:	1888160	TOTAL FOOT RECOVERY
Registration Number:	1880337	PODIATRIST'S SECRET
Registration Number:	1647798	WONDER WALKERS
Registration Number:	4933400	EMBRACE YOUR FEET
Registration Number:	4933326	EMBRACE YOUR FEET
Registration Number:	4787373	DUOFIT
Registration Number:	4786507	FOOTSMART
Registration Number:	4773519	ARCH-IT
Registration Number:	4752531	SPREDZ
Registration Number:	4516174	FASHIONABLE FOOT RELIEF
Registration Number:	4516175	FASHIONABLE FOOT RELIEF
Registration Number:	4520277	PEDA BELLA

Property Type	Number	Word Mark
Registration Number:	4461310	CAPTOE
Registration Number:	4573219	EXPERT ESSENTIALS
Registration Number:	4517132	HEELETTES
Registration Number:	4350322	REALLY GREAT SHOES...SURPRISINGLY COMFOR
Registration Number:	4564991	KIRAKU
Registration Number:	4355336	EXPERT ESSENTIALS
Registration Number:	4478614	BUNION BRIEF
Registration Number:	4491705	FOREFOOT CAMI-SOLES
Registration Number:	4641590	A PLACE FOR EVERYTHING & EVERYTHING IN I
Registration Number:	4359007	FOOTSMART FOOT COMFORT INDEX
Registration Number:	4524109	FOOTSMART
Registration Number:	4463279	FOOTSMART
Registration Number:	4466960	SOFT-FIT
Registration Number:	4283874	COMFORT·OLOGY
Registration Number:	4564532	FIVESSE
Registration Number:	4290335	STRAIGHTEN UP
Registration Number:	4560629	ARCHMATES
Registration Number:	4107958	LEVELSTEPS
Registration Number:	4355590	SMARTER BODY
Registration Number:	4491444	FOOT INTIMATES
Registration Number:	4068509	SHOE SHRINK
Registration Number:	4154893	HEATFREEZE
Registration Number:	4061432	DORSIHEEL
Registration Number:	4129379	SMARTFLEXX
Registration Number:	3851877	ASSURED DELIVERY
Registration Number:	3851633	EXPERTCOMFORTS
Registration Number:	3863087	FOOT SMART
Registration Number:	3852694	FOOTSMART
Serial Number:	86854193	ASSURED DELIVERY
Serial Number:	86411993	AERATO
Serial Number:	86212109	ESPARDA
Serial Number:	86090933	WALKSMART
Serial Number:	86008517	STEPWELL
Serial Number:	85972828	ARCHHUGGERS
Serial Number:	85947828	PALAGU
Serial Number:	85851656	PLANTARSOX

CORRESPONDENCE DATA

**TRADEMARK
REEL: 005870 FRAME: 0063**

Fax Number: 3103944477

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: 310-979-9190

Email: tmk@cislo.com

Correspondent Name: Daniel M. Cislo

Address Line 1: 12100 Wilshire Boulevard, Suite 1700

Address Line 4: Los Angeles, CALIFORNIA 90025

NAME OF SUBMITTER:	Daniel M. Cislo
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SIGNATURE:	/DanielMCislo/
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DATE SIGNED:	08/31/2016
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Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

(Domestic)

This Trademark Assignment Agreement ("Assignment") is entered into as of August 12, 2016, by and between BANK OF AMERICA, N.A., in its capacity as a secured creditor (in such capacity, "Assignor") conducting a foreclosure by private secured party sale pursuant to Section 9-610 *et seq.* of the UCC (as defined below) of BENCHMARK BRANDS, INC., a Tennessee corporation (the "Borrower"), and THE WALKING COMPANY HOLDINGS, INC., a Delaware corporation (the "Assignee"). Together, Assignor and Assignee may be referred to as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, Assignor and Borrower are parties to (i) that certain Security Agreement, dated as of March 26, 2010 (as amended and otherwise modified from time to time, the "Security Agreement"), and (ii) that certain Loan Agreement, dated as of March 26, 2010 (as amended and otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Security Agreement, Borrower granted to Assignor liens on and security interests in certain of Borrower's personal property more particularly described in the Security Agreement (the "Collateral") to secure its obligations under (i) the Loan Agreement and (ii) as otherwise set forth in the Security Agreement;

WHEREAS, the Collateral includes the trademarks, service marks, trade dress, trade names, logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof, including those trademark applications and registrations for the marks set forth on **Exhibit A** attached hereto (the "Marks"), together with the goodwill associated with the foregoing;

WHEREAS, Assignor's security interest in the Collateral that can be perfected by the filing of a UCC-1 financing statement (including, without limitation, the Marks and the goodwill associated with the foregoing) was perfected by Assignor's filing of a UCC-1 financing statement on April 14, 2010 as file no. 310021790 in the Office of the Tennessee Secretary of State;

WHEREAS, Borrower defaulted under the terms of the Loan Agreement;

WHEREAS, as a result of Borrower's defaults under the terms of the Loan Agreement and pursuant to that certain Secured Party Sale Agreement between Assignor and FootSmart, Inc., a Delaware corporation and an affiliate of Assignee ("FSI"), dated August 11, 2016 (the "Sale Agreement"), Assignor by private secured party sale contemporaneously foreclosed on, *inter alia*, the Collateral constituting the Marks and the goodwill associated therewith pursuant to Section 9-610 *et seq.* of the Uniform Commercial Code in effect in the state of Tennessee as of the date thereof (the "UCC") and transferred title thereto to Assignee (as FSI's designee); and

WHEREAS, the Parties desire to enter into this Assignment to further evidence this purchase and assignment of such Marks, together with the goodwill associated with the foregoing,

and to record this transaction with the U.S. Patent and Trademark Office and other foreign trademark offices or similar agencies or authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties have agreed as follows:

1. Upon the terms and subject to the conditions of the Sale Agreement, (a) Assignor does hereby sell, assign, transfer, convey, grant, and set over to Assignee, its successors, assigns, and legal representatives, pursuant to Section 9-610 *et seq.* of the UCC, Borrower's right, title and interest in and to the Marks, including, but not limited to, the applications for and registrations thereof, together with the goodwill associated with the foregoing, free and clear of all Seller Liens (as defined in the Sale Agreement), (b) Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as the owner of the Marks, and as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives, and (c) Assignor hereby agrees further that it will, at Assignee's expense, when requested, execute, deliver and acknowledge such further instruments of conveyance and do and perform all such other acts and things as Assignee may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of the said Marks.

2. This Assignment is subject to and includes by reference all terms and conditions of the Sale Agreement, including all of the representations, warranties, and covenants set forth in the Sale Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, or amend any such rights or obligations of the Parties hereto under the Sale Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Assignment and the Sale Agreement, the terms and conditions of the Sale Agreement shall govern.

3. The laws of the State of Tennessee shall govern the interpretation, validity, performance and enforcement of this Assignment. If any provision of this Assignment should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Assignment shall not be affected thereby. This Assignment may be executed in counterparts, and each such counterpart shall be deemed an original and all such counterparts shall constitute one and the same instrument. This Assignment may be executed by facsimile or other electronic signature, and any such signature shall be of the same force and effect as an original signature.

4. Except for the representations and warranties of Assignor specifically enumerated in Article III of the Sale Agreement, or which are specifically incorporated in Article III of the Sale Agreement by reference, Assignor makes no other representations or warranties. The Transferred Assets are conveyed free and clear of all Seller Liens (as defined in the Sale Agreement), but otherwise are "As Is", "Where Is" and "With All Faults" as of the date hereof. BUYER ACKNOWLEDGES AND AGREES THAT (A) THERE IS NO WARRANTY FROM ASSIGNOR RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION; (B) THE SALE OF THE TRANSFERRED ASSETS HEREUNDER IS WITHOUT RECOURSE TO ASSIGNOR, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ASSIGNOR, AS TO ITEMS, CONDITION OR QUANTITY OF THE TRANSFERRED ASSETS OR ANY OTHER MATTERS WHATSOEVER; (C) ASSIGNOR

MAKES NO REPRESENTATION AS TO THE VALUE, IF ANY, OF THE TRANSFERRED ASSETS BEING TRANSFERRED HEREBY; (D) ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE POSSIBLE INFRINGEMENT OF ANY TRADEMARKS, TRADE NAME OR PATENT ARISING OUT OF THE USE BY BUYER OF ANY OF THE TRANSFERRED ASSETS; (E) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT ALL OR ANY PORTION OF THE TRANSFERRED ASSETS ARE MERCHANTABLE (IN THE SENSE OF AN IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE UCC) OR FIT FOR A PARTICULAR PURPOSE; (F) ASSIGNOR MAKES NO REPRESENTATION THAT THE TRANSFERRED ASSETS ARE BEING SOLD FREE AND CLEAR OF LIENS OTHER THAN THE SELLER LIENS (AS DEFINED IN THE SALE AGREEMENT); (G) ASSIGNOR MAKES NO REPRESENTATION AS TO THE COMPANY'S TITLE TO ANY OF THE TRANSFERRED ASSETS; AND (H) THE SOLE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR REGARDING THE TRANSFERRED ASSETS ARE THOSE SPECIFICALLY PROVIDED IN, AND THOSE SPECIFICALLY INCORPORATED BY REFERENCE IN, ARTICLE III OF THE SALE AGREEMENT. Assignor represents, and Assignee acknowledges, that Seller cannot transfer or convey title to property that the Company does not own or that is not subject to the liens created pursuant to the Security Agreement.

[The remainder of this page is intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date set forth above.

ASSIGNOR:

BANK OF AMERICA, N.A.,
in its capacity as secured creditor of
BENCHMARK BRANDS, INC., a Tennessee
corporation, conducting a foreclosure by private
secured party sale pursuant to Section 9-610 et seq.
of the UCC

By: John P. McDuffie
Name: John P. McDuffie
Title: Senior Vice President

ASSIGNEE:

THE WALKING COMPANY HOLDINGS, INC.,
a Delaware corporation

By: [Signature]
Name: ANTHONY J. WALL
Title: Executive Vice President

EXHIBIT A

Benchmark Brands, Inc.
(Tennessee Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
EMBRACE YOUR FEET	4933400	04/05/16
EMBRACE YOUR FEET	4933326	04/05/16
DUOFIT	4787373	08/04/15
FOOTSMART	4786507	08/04/15
ARCH-IT	4773519	07/14/15
SPREDZ	4752531	06/09/15
FASHIONABLE FOOT RELIEF	4516174	04/15/14
FASHIONABLE FOOT RELIEF	4516175	04/15/14
PEDA BELLA	4520277	04/29/14
CAPTOE	4461310	01/07/14
EXPERT ESSENTIALS	4573219	07/22/14
HEELETES	4517132	04/22/14
REALLY GREAT SHOES...SURPRISINGLY COMFORTABLE!	4350322	06/11/13
KIRAKU	4564991	07/08/14
EXPERT ESSENTIALS	4355336	06/18/13
BUNION BRIEF	4478614	02/04/14
FOREFOOT CAMI-SOLES	4491705	03/04/14
A PLACE FOR EVERYTHING & EVERYTHING IN ITS PLACE	4641590	11/18/14
FOOTSMART FOOT COMFORT INDEX	4359007	06/25/13
FOOTSMART	4524109	05/06/14
FOOTSMART	4463279	01/07/14
SOFT-FIT	4466960	01/14/14
COMFORT·OLOGY	4283874	01/29/13
FIVASSE	4564532	07/08/14
STRAIGHTEN UP	4290335	02/12/13
ARCHMATES	4560629	07/01/14
LEVELSTEPS	4107958	03/06/12
SMARTER BODY	4355590	06/18/13
FOOT INTIMATES	4491444	03/04/14
SHOE SHRINK	4068509	12/06/11
HEATFREEZE	4154893	06/05/12
DORSIHEEL	4061432	11/22/11
SMARTFLEXX	4129379	04/17/12
ASSURED DELIVERY	3851877	09/21/10
EXPERTCOMFORTS	3851633	09/21/10
FOOT SMART and Design	3863087	10/19/10
FOOTSMART and Design	3852694	09/28/10

COMFORTISTA	3817099	07/13/10
PEDA	3748860	02/16/10
HALLEX24	3606939	04/14/09
STRETCHABLES	3702172	10/27/09
ARCHUPS	3502649	09/16/08
DIGI-CUSHIONS	3348012	12/04/07
ADJUST-TO-YOU	3540995	12/02/08
WALKSMART	3347438	12/04/07
ON-THE-SPOT	3472932	07/22/08
DIGI-CUSHIONS	3322470	10/30/07
STRETCHIES	3383305	02/12/08
SURE STRIDE	3424601	05/06/08
SUPPORT FACTOR	3407169	04/01/08
FOOTSMART KEEPS YOU MOVING IN COMFORT	3314151	10/16/07
COMFORTOLOGY	3309318	10/09/07
FOOTSMART	3314152	10/16/07
PEDABELLA	3326996	10/30/07
EUROPEDICA	3314154	10/16/07
SMARTER, BETTER PRODUCTS FOR LOWER BODY HEALTH	3231203	04/17/07
SMART SUPPORT	3303657	10/02/07
ARCHHUGGERS	3620903	05/12/09
SOFT-FIT	3268793	07/24/07
CHILL BUSTER	3181373	12/05/06
FITRIGHT	3018354	11/22/05
SELECT SUPPORT	3117625	07/18/06
CUSHI-SEAT	2757204	08/26/03
FOOTSMART	2767304	09/23/03
FOOTSMART	2747881	08/05/03
FOOTSMART	2599053	07/23/02
FOOTSMART	2687150	02/11/03
OPTI-BALANCE	2416230	12/26/00
VARI-WEDGE	2360675	06/20/00
BIO BALANCE	2265724	07/27/99
PROARCH	2350611	05/16/00
FOOTSMART	2132440	01/27/98
ARTHRISTEP	2030346	01/14/97
HEEL RX	2186271	09/01/98
FOOTCO	2053620	04/15/97
NIGHTTIME FOOT RENEWAL	2027716	12/31/96
BIO-STRIDE	1980220	06/11/96
FOOTSMART	2035973	02/04/97
FOOTSMART	2091620	08/26/97
ARCH-MATES	1980111	06/11/96
FOOT ODOR RESCUE	1960969	03/05/96
TOTAL FOOT RECOVERY	1888160	04/11/95
PODIATRIST'S SECRET	1880337	02/28/95
WONDER WALKERS	1647798	06/11/91

Trademark Applications

Mark	Appl. No.	Filing Date
ASSURED DELIVERY	86854193	12/18/15
AERATO	86411993	10/01/14
ESPARDA	86212109	03/05/14
WALKSMART	86090933	10/14/13
STEPWELL	86008517	07/12/13
ARCHHUGGERS	85972828	06/28/13
PALAGU	85947828	05/31/13
PLANTARSOX	85851656	02/15/13

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