

900387324 12/16/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM409293

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SRL, LLC		12/16/2016	Limited Liability Company
RECEIVING PARTY DATA			
Name:	Robeez, LLC		
Street Address:	5301 N.W. 5th Street		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73127		
Entity Type:	Corporation: DELAWARE <i>Limited Liability Company</i> 12-2016		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3566662	ROBEEZ	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST, SUITE 4900		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Darius C. Gambino		
SIGNATURE:	/DariusCGambino/		
DATE SIGNED:	12/16/2016		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”), effective as of December ___, 2016 (the “Effective Date”), is by and between Robeez LLC, a Delaware limited liability company (“Assignee”), and Wolverine World Wide, Inc., a Delaware corporation, and its various affiliates, including SRL, LLC, Saucony UK, Inc., Rockford Global C.V., Wolverine World Wide Canada ULC, Wolverine Europe BV, and Wolverine World Wide HK Limited (collectively, “Assignor”).

Recitals

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”; all capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement), pursuant to which, among other things, Assignor has agreed to assign all of its rights, title and interests in, (i) the trademarks listed on **Schedule A** attached hereto (all such trademarks, registrations and applications, collectively, the “Trademarks”), (ii) the copyrights set forth on **Schedule B** (all such copyrights, copyright registrations and copyright applications, collectively, the “Copyrights”), and (iii) the domain names set forth on **Schedule C** (the “Domain Names”) (collectively the Trademarks, Copyrights, and Domain Names being designated the “Assigned IP”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, and for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor’s right, title and interest in and to the Assigned IP and the registrations and applications therefor in the United States and throughout the world together with the goodwill of the business symbolized by the Assigned IP, along with the right to sue and recover for, and the right to profits, penalties or damages due or accrued, arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Assigned IP or such represented goodwill, in each case, subject to the terms and conditions of the Agreement. To the extent that any of the Trademarks constitute “intent to use” applications filed in the US Trademark Office, Assignor and Assignee hereby agree and acknowledge that such Trademarks are being assigned with all or substantially all of the Assignor’s business relating to the respective Trademark.

2. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may require in order to vest all of Assignor’s right, title and interest in and to the Assigned IP in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. No Implied Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal 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).

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

ASSIGNEE:

ROBEEZ LLC,
a Delaware limited liability company

By: 
Name: David McCubbin
Title: President

ASSIGNOR:

Wolverine World Wide, Inc.

By: _____
Name: Brendan Gibbons
Title: Authorized Signatory

SRL, LLC

By: _____
Name: Brendan Gibbons
Title: Authorized Signatory

Saucony UK, Inc.

By: _____
Name: Brendan Gibbons
Title: Authorized Signatory

Rockford Global C.V.

By: _____
Name: Brendan Gibbons
Title: Authorized Signatory

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.


ASSIGNEE:

ROBEEZ LLC,
a Delaware limited liability company


By: _____
Name: David McCubbin
Title: President

ASSIGNOR:

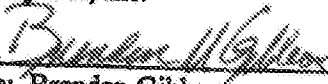
Wolverine World Wide, Inc.

By: 
Name: Brendan Gibbons
Title: Authorized Signatory

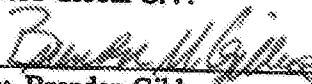
SRL, LLC

By: 
Name: Brendan Gibbons
Title: Authorized Signatory

Saucony UK, Inc.

By: 
Name: Brendan Gibbons
Title: Authorized Signatory

Rockford Global C.V.

By: 
Name: Brendan Gibbons
Title: Authorized Signatory

[Signature Page to Intellectual Property Assignment Agreement]

Wolverine World Wide Canada ULC

By: Brendan M. Gibbons
Name: Brendan Gibbons
Title: Authorized Signatory

Wolverine Europe BV.

By: Brendan M. Gibbons
Name: Brendan Gibbons
Title: Authorized Signatory

Wolverine World Wide HK Limited (Hong
Kong)

By: Brendan M. Gibbons
Name: Brendan Gibbons
Title: Authorized Signatory

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[Signature Page to Intellectual Property Assignment Agreement]

Schedule A

Trademarks

The Trademarks include all common law rights in and to the ROBEEZ mark as well as the following registered marks.

Mark	Country	Status	Reg. No.	Reg Date	Actual Owner
ROBEEZ	Singapore	Registered	T0219640 C	24-Dec- 2002	Saucony UK, Inc.
ROBEEZ	China (People's Republic)	Registered	4833261	21-Apr- 2009	Saucony UK, Inc.
ROBEEZ	European Union (Communi ty)	Registered	1866987	29-Nov- 2001	Saucony UK, Inc.
ROBEEZ	Hong Kong	Registered	301562463	11-Aug- 2010	Saucony UK, Inc.
ROBEEZ	Israel	Registered	223680	09-Jan- 2011	Saucony UK, Inc.
ROBEEZ	Macau	Registered	N048204	25-Oct- 2010	Saucony UK, Inc.
ROBEEZ	Mexico	Registered	857040	27-Oct- 2004	Saucony UK, Inc.
ROBEEZ	New Zealand	Registered	709853	23-Sep- 2004	Saucony UK, Inc.
ROBEEZ	Philippine s	Registered	420050059 13	17-Aug- 2006	Saucony UK, Inc.
ROBEEZ	Switzerlan d	Registered	521290	18-May- 2004	Saucony UK, Inc.
ROBEEZ	Taiwan	Registered	1200169	16-Mar- 2006	Saucony UK, Inc.
ROBEEZ	Turkey	Registered	201004841	23-Mar- 2011	Saucony UK, Inc.

ROBEEZ	Australia	Registered	938813	23-Dec-2002	Saucony UK, Inc.
ROBEEZ	Brazil	Registered	828293228	12-Aug-2008	Saucony UK, Inc.
ROBEEZ	India	Registered	1368442	23-Nov-2006	Saucony UK, Inc.
ROBEEZ	Japan	Registered	4641786	31-Jan-2003	Saucony UK, Inc.
ROBEEZ	Malaysia	Registered	05015761	22-Oct-2007	Saucony UK, Inc.
ROBEEZ	Norway	Registered	225647	25-Jan-2005	Saucony UK, Inc.
ROBEEZ	Thailand	Registered	242568	05-Jun-2006	Saucony UK, Inc.
ROBEEZ	Vietnam	Registered	40106932000	11-Aug-2008	Saucony UK, Inc.
ROBEEZ	Andorra	Registered	31560	07-Dec-2012	Saucony UK, Inc.
ROBEEZ	Korea, Republic of	Registered	564236	31-Oct-2003	Saucony UK, Inc.
ROBEEZ	Venezuela	Published App. No.: 2012- 024713 Fil. Date: Nov. 26, 2012			Saucony UK, Inc.
ROBEEZ TREDZ	China (People's Republic)	Registered	5279651	28-Jul-2009	Saucony UK, Inc.
TREDZ	China (People's Republic)	Registered	5279649	28-Jul-2009	Saucony UK, Inc.
TREDZ BY ROBEEZ	China (People's Republic)	Registered	5279650	28-Jul-2009	Saucony UK, Inc.

ROBEEZ	Croatia	Registered	1144066	04-Dec-2012	SRL, LLC
ROBEEZ	Iceland	Registered	1144066	04-Dec-2012	SRL, LLC
ROBEEZ	Russian Federation	Registered	1144066	04-Dec-2012	SRL, LLC
ROBEEZ	Serbia	Registered	1144066	04-Dec-2012	SRL, LLC
BOOTIES BY ROBEEZ	Canada	Registered	TMA692165	17-Jul-2007	Wolverine World Wide Canada ULC
CARING ABOUT FIRST STEPS	Canada	Registered	TMA816967	06-Feb-2012	Wolverine World Wide Canada ULC
LES PETITS PAS QUE NOUS AIMONS	European Union (Community)	Registered	008160665	06-Sep-2009	Wolverine World Wide Canada ULC
LITTLE STEPS WE LOVE	Australia	Registered	1285870	28-Sep-2009	Wolverine World Wide Canada ULC
LITTLE STEPS WE LOVE	European Union (Community)	Registered	008160459	07-Oct-2009	Wolverine World Wide Canada ULC
ROBEEZ	Canada	Registered	TMA555544	17-Dec-2001	Wolverine World Wide Canada ULC
ROBEEZ	Canada	Registered	TMA805523	30-Aug-2011	Wolverine World Wide Canada ULC
ROBEEZ & design (blue)	Canada	Registered	TMA805521	30-Aug-2011	Wolverine World Wide Canada ULC
ROBEEZ (design)	Canada	Registered	805522	30-Aug-2011	Wolverine World Wide Canada ULC
STROLLERTHON	Canada	Registered	TMA688021	18-May-2007	Wolverine World Wide Canada ULC
ROBEEZ	United States of America	Registered	3566662	27-Jan-2009	SRL, LLC

Schedule B

Copyrights

Title	Reg. No.	Reg. Date	Owner
ALLIGATOR	VA0001400842	MAR. 2, 2007	Wolverine World Wide Canada ULC
LADY BUG	VA0001401051	MAR. 2, 2007	Wolverine World Wide Canada ULC
WILDFLOWERS	VA0001401053	MAR. 2, 2007	Wolverine World Wide Canada ULC
YORKSHIRE TERRIER	VA0001401052	MAR. 2, 2007	Wolverine World Wide Canada ULC

Schedule C

Domain Names

Domain Name	Country	Registration Date	Business Unit	Status
robeeز.asia	gTLD	29-Oct-2010	Robeez	Active
robeeز.be	BELGIUM	04-Jun-2004	Robeez	Active
robeeز.ca	CANADA	13-Jun-2001	Robeez	Active
robeeز.clothing	gTLD	28-Jan-2014	Robeez	Active
robeeز.cn	CHINA	01-Jan-2012	Robeez	Active
robeeز.co.id	INDONESIA	09-Nov-2010	Robeez	Active
robeeز.co.uk	UNITED KINGDOM	30-Apr-2002	Robeez	Active
robeeز.com	gTLD	25-Jun-1997	Robeez	Active
robeeز.com.bn	BRUNEI DARUSSALAM	15-Nov-2010	Robeez	Active
robeeز.com.hk	HONG KONG	29-Oct-2010	Robeez	Active
robeeز.com.my	MALAYSIA	01-Nov-2010	Robeez	Active
robeeز.com.sg	SINGAPORE	29-Oct-2010	Robeez	Active
robeeز.com.tw	TAIWAN, PROVINCE OF CHINA	28-Oct-2010	Robeez	Active
robeeز.com.ua	UKRAINE	09-Apr-2008	Robeez	Active
robeeز.de	GERMANY	15-Feb-2013	Robeez	Active
robeeز.dk	DENMARK	31-Dec-2004	Robeez	Active
robeeز.es	SPAIN	06-Feb-2008	Robeez	Active
robeeز.eu	EUROPEAN UNION	04-Jul-2006	Robeez	Active
robeeز.fr	FRANCE	06-Dec-2004	Robeez	Active
robeeز.hk	HONG KONG	20-Apr-2006	Robeez	Active
robeeز.ie	IRELAND	08-Apr-2009	Robeez	Active
robeeز.in	INDIA	16-Oct-2009	Robeez	Active
robeeز.it	ITALY	14-Jun-2004	Robeez	Active
robeeز.nl	NETHERLANDS	08-Jun-2004	Robeez	Active
robeeز.nz	NEW ZEALAND	29-Mar-2015	Robeez	Active
robeeز.ru	RUSSIAN FEDERATION	08-Feb-2008	Robeez	Active
robeeز.se	SWEDEN	10-Jun-2004	Robeez	Active
robeeز.shoes	gTLD	24-Feb-2014	Robeez	Active
robeeزbystriderite.co.uk	UNITED KINGDOM	06-Aug-2010	Robeez	Active
robeeزbystriderite.com	gTLD	05-Aug-2010	Robeez	Active
robeeزbystriderite.de	GERMANY	06-Aug-2010	Robeez	Active
robeeزbystriderite.eu	EUROPEAN UNION	05-Aug-2010	Robeez	Active
robeeزreturns.com	gTLD	04-Apr-2012	Robeez	Active
robeeزreturns.eu	EUROPEAN UNION	05-Apr-2012	Robeez	Active
robeeزsales.eu	EUROPEAN UNION	17-Oct-2006	Robeez	Active