

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409520

<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>
Planet, Inc.		10/27/2016	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Planet, Inc. Liquidating Trust		
<b>Street Address:</b>	23 Old Valley Road		
<b>City:</b>	Braintree		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02184		
<b>Entity Type:</b>	Trust: MASSACHUSETTS		
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>• Walter Opanasets, UNITED STATES, INDIVIDUAL</li> </ul>		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3688427	PLANET	
<b>Registration Number:</b>	4468942	PLANET DOLLARS	
<b>Registration Number:</b>	2502759	PLANET SHOES	
<b>Registration Number:</b>	2520849	PLANETSHOES.COM	
<b>Registration Number:</b>	4193808	SHOEHUB.COM	
<b>Registration Number:</b>	4574795		
<b>Registration Number:</b>	4866642	PLANET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6176468646		
<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>			
<b>Phone:</b>	6176468000		
<b>Email:</b>	drwtrademarks@wolfgreenfield.com		
<b>Correspondent Name:</b>	Douglas R. Wolf		
<b>Address Line 1:</b>	600 Atlantic Avenue		
<b>Address Line 2:</b>	Wolf, Greenfield & Sacks, P.C.		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	M0849.40000US00		

OP \$190.00 3688427

<b>NAME OF SUBMITTER:</b>	Douglas R. Wolf
<b>SIGNATURE:</b>	/drw/
<b>DATE SIGNED:</b>	12/20/2016
<b>Total Attachments: 2</b> source=E0354 Trademark Assignment#page1.tif source=E0354 Trademark Assignment#page2.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Agreement") is made and entered into as of the 27th day of October, 2016, by Planet, Inc., a Massachusetts corporation ("Planet") and Planet, Inc. Liquidating Trust, established under a trust agreement dated October 27, 2016 ("Trust"). Planet and Trust are sometimes hereinafter collectively referred to as the "Parties" or each of them is sometimes referred to individually as a "Party."

WHEREAS, pursuant to a Plan of Liquidation adopted by the stockholders of Planet, Planet has contributed to the Trust all of the assets of Planet, including all intellectual property assets owned by Planet;

WHEREAS, the intellectual property assets include trademark rights which are owned by Planet and are set forth in the attached Exhibit A (the "Trademarks"); and

WHEREAS, the Trust will receive title to all assets of Planet, including the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Planet does hereby irrevocably and perpetually assign, sell, transfer, convey and grant to the Trust, its successors and assigns, any and all right, title and interest in and to the Trademarks, including the registrations or applications therefore, any common law rights associated therewith, the goodwill appurtenant thereto and symbolized thereby, and the right to recover for past infringements thereof, the same to be held and enjoyed by the Trust, its successors and assigns to the same extent that it would have been held and enjoyed by Planet if this Agreement had not been made.

Planet agrees to execute and deliver to the Trust, or its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by the Trust, or its successors and assigns, to perfect the title herein conveyed, or intended so to be, and to enable such title to be recorded with any administrative or governmental agency including without limitation, the United States Patent and Trademark Office and any similar agency in another country.

PLANET, INC.



By: 

Name: Philippe Meynard

Title: President

Schedule A

Registrations

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Issued</u>
United States	PLANET	3,688,427	9/29/2009
United States	PLANET DOLLARS	4,468,942	1/21/2014
Chile	PLANET SHOES	1201253	12/1/2005
China	PLANET SHOES	9199436	3/21/2012
United States	PLANET SHOES	2,502,759	10/30/2001
United States	PLANETSHOES.COM	2,520,849	12/18/2001
European Union	SHOEHUB.COM	8130577	11/14/2009
United States	SHOEHUB.COM	4,193,808	8/21/2012
China	TADI	9212185	1/7/2014
United States		4,574,795	7/29/2014
United States		4,866,642	12/8/2015

Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filed</u>
Canada	PLANET SHOES	1631638	6/18/2013
European Union	PLANET SHOES	7204084	9/1/2008