

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
William A.B. Blythe		01/05/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Shoes For Crews, LLC		
Street Address:	250 S. Australian Avenue		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3224606	X-SOLE	
CORRESPONDENCE DATA			
Fax Number:	5616256572		
<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:	561-625-6575		
Email:	ustrademarks@mchaleslavin.com		
Correspondent Name:	McHale & Slavin, P.A., Brian M. Taillon		
Address Line 1:	2855 PGA Blvd.		
Address Line 4:	Palm Beach Gardens, FLORIDA 33410		
NAME OF SUBMITTER:	Brian M. Taillon		
SIGNATURE:	/Brian M. Taillon/		
DATE SIGNED:	01/09/2017		
Total Attachments: 1			
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OP \$40.00 3224606

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is effective as of the date the Agreement is executed by both parties (the "Effective Date") and is made by and between William A.B. Blythe ("Blythe"), an individual with a business address at 3990 Ruth Way, Suite D, Paso Robles, California 93446-9965 and Shoes For Crews, LLC ("Shoes For Crews"), a Florida limited liability company, with a business address at 250 S. Australian Ave, West Palm Beach, Florida 33401. Blythe and Shoes For Crews are sometimes hereafter referred to collectively as the "Parties."

WHEREAS, Blythe is the owner of the mark X-SOLE in connection with insoles, including any common law rights (the "X-SOLE Mark"), and the US and Canadian Registrations for the X-SOLE Mark (US Reg. No. 3224606 and Canadian Reg. No. TMA763729)(the "Registrations"); and

WHEREAS, Shoes For Crews desires to purchase all of Blythe's right, title and interest in and to the X-SOLE Mark, the Registrations and any associated X-SOLE domain names (the "Domain Names").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Blythe hereby assigns, transfers and sells, unto Shoes For Crews, its legal representatives and assigns, all of Blythe's worldwide right, title, interest, associated goodwill, and all rights of action against third parties Blythe has or may have in the future in and to the X-SOLE Mark, including, without limitation, all trademark and service mark rights, trade dress rights and any and all other related intellectual property rights in the X-SOLE Mark, which interests and rights shall be held and enjoyed by Shoes For Crews as fully and entirely as the same would have been held by Blythe had this transfer, assignment, and sale not been made.

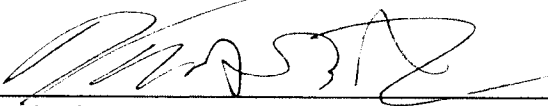
Blythe further agrees to cause the registrar for the Domain Names to effectuate the transfer of the Domain Names to an account owned by Shoes For Crews within five (5) business days after the latter of the Effective Date or the date on which Shoes For Crews establishes an account with the appropriate registrar.

Shoes For Crews acknowledges that the X-SOLE Mark, the Registrations and the Domain Names are assigned to it by Blythe "AS IS", that Blythe makes no representations or warranties regarding the X-SOLE Mark, the Registrations or the Domain Names, and that Blythe **EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES**, including, but not limited to, the implied warranties of non-infringement, enforceability, merchantability, title or fitness for a particular purpose.

The Parties agree to execute any additional documents reasonably required by Shoes For Crews to evidence the assignment of the X-SOLE Mark, the Registrations or the Domain Names to Shoes For Crews or to otherwise effectuate any of the other provisions of this Agreement.

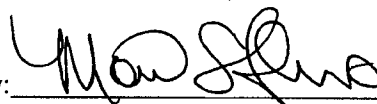
This Agreement is signed by duly authorized representatives of the Parties as of the Effective Date.

WILLIAM A.B. BLYTHE



(sign here)
Date: 11/4/16

SHOES FOR CREWS, LLC


By: _____
(sign here)
Name: Monica L. Johnson
Title: Secretary
Date: 1-5-2017