

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM439783

<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>
Nine West Development LLC		04/17/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Will-Rich Shoe Company LLC		
<b>Street Address:</b>	24610 Industrial Blvd.		
<b>City:</b>	Hayward		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94545		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1584784	MOOTSIES TOOTSIES	
<b>Registration Number:</b>	1477841	MOOTSIES	
<b>Registration Number:</b>	1750221	MOOTSIES KIDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4159953434		
<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>	510/995-5081		
<b>Email:</b>	ipfilings@hansonbridgett.com		
<b>Correspondent Name:</b>	Hanson Bridgett LLP		
<b>Address Line 1:</b>	425 Market Street, 26th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>NAME OF SUBMITTER:</b>	Garner K. Weng		
<b>SIGNATURE:</b>	/gkw/		
<b>DATE SIGNED:</b>	08/18/2017		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF UNITED STATES TRADEMARKS

This ASSIGNMENT OF UNITED STATES TRADEMARKS (this "Assignment") is dated as of April 17, 2017 ("Effective Date"), between NINE WEST DEVELOPMENT LLC, a Delaware limited liability company ("Assignor"), and WILL-RICH SHOE COMPANY LLC, a California limited liability company ("Assignee") (collectively the "Parties").

### RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of April 7, 2017 (the "Purchase Agreement");

WHEREAS, pursuant to Section 1 and Section 6.1(b) of the Purchase Agreement, Assignor agreed to, inter alia, assign to Assignee and Assignee agreed to acquire, all of Assignor's rights, title and interests in and to the Trademarks, including the United States trademark registrations and trademark applications listed on Schedule 1 hereto (the "Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of transferring the Trademarks, including the Assigned U.S. trademark registrations and trademark applications pursuant to the Purchase Agreement and recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its rights, title and interests (whether statutory, common law or otherwise) in and to the Trademarks, including the Assigned Trademarks, and all goodwill associated with the Trademarks including any of the Assigned Trademarks. The foregoing assignment includes the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, including the Assigned Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor in or to the Trademarks.

2. This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement, including without limitation the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks. Nothing contained in this Assignment shall release either the Assignor or the Assignee from any of their respective obligations under the Purchase Agreement or in any way

diminish, limit, enlarge or modify any of the representations, warranties, indemnities, covenants, agreements or in general, any rights and remedies, and any of the obligations of such parties set forth in the Purchase Agreement. 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. Any capitalized term used in this Assignment but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

3. At Assignee's reasonable request and expense, each Party agrees to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.

4. This Assignment shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof.

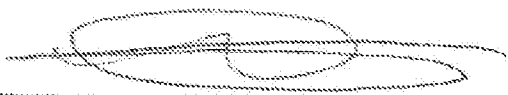
6. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers.

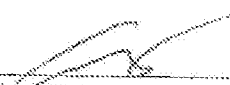
ASSIGNOR:

NINE WEST DEVELOPMENT LLC

By:   
Name: Ralph A. Schipani  
Title: President

ASSIGNEE:

WILL-RICH SHOE COMPANY LLC

By:   
Name: William Tai  
Title: Chairman

[Signature Page to Mootsies Exhibit B US TM Assignment]

# SCHEDULE 1

## U.S. Trademark Registrations:

Mark	Appl'n Date	Appl'n #	Reg'n Date	Reg'n #	Intern'l Class	Owner
Mootsies Tootsies	May 31, 1989	73/803,670	February 27, 1990	1,584,784	25	Nine West Development LLC
Mootsies	July 8, 1987	73/670,883	February 23, 1988	1,477,841	25	Nine West Development LLC
Mootsies Kids	May 21, 1992	74/277,557	February 2, 1993	1,750,221	25	Nine West Development LLC

Mootsies Tootsies US TM Assignment (execution copy).docx