

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440479

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900417748		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MC ITALIA, INC.		08/10/2017	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEL TORO FOOTWEAR, LLC		
<b>Doing Business As:</b>	DBA DEL TORO SHOES		
<b>Street Address:</b>	2750 NW 3RD AVENUE		
<b>Internal Address:</b>	#22		
<b>City:</b>	MIAMI		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33127		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5024303		
<b>Registration Number:</b>	4849143	DEL TORO	
<b>Registration Number:</b>	4587353		
<b>Registration Number:</b>	4658320	DEL TORO	
<b>Registration Number:</b>	4403720	D.T.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3055037079		
<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>	7865812542		
<b>Email:</b>	christopher@dsmiami.com		
<b>Correspondent Name:</b>	Christopher A. DiSchino		
<b>Address Line 1:</b>	4770 BISCAYNE BLVD., SUITE 1280		
<b>Address Line 4:</b>	MIAMI, FLORIDA 33137		
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER A. DISCHINO		
<b>SIGNATURE:</b>	/CHRISTOPHER A. DISCHINO/		

<b>DATE SIGNED:</b>	08/24/2017
<b>Total Attachments: 2</b> source=Assignment of Trademark 8-10-2017 - fully executed#page1.tif source=Assignment of Trademark 8-10-2017 - fully executed#page2.tif	

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (“Agreement”) is entered into 10<sup>th</sup> day of August, 2017 (“Effective Date”) by and between **MC ITALIA**, a Florida corporation (“Assignor”) and **DEL TORO FOOTWEAR, LLC**, a Delaware limited liability company (“Assignee”).

### W I T N E S S E T H

**WHEREAS**, Assignor is the owner of the following U.S. Trademarks:

- A. Registration No. 5024303 (*trade dress*)
- B. Registration No. 4849143 (DEL TORO)
- C. Registration No. 4587353 (*trade dress*)
- D. Registration No. 4658320 (DEL TORO)
- E. Registration No. 4403720 (D.T.)

(collectively, the “Trademarks”).

**WHEREAS**, Assignor desires to transfer and Assignee wishes to acquire all right, title, and interest in and to the Trademarks in perpetuity;

**NOW THEREFORE**, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS**. The above recitals are true correct and incorporated herein;
2. **ASSIGNMENT**. Assignor does hereby irrevocably assign to Assignee all right, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
3. **ENTIRE AGREEMENT**. This Agreement, contains the entire understanding and agreement between the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
4. **SEVERABILITY**. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be in valid, un enforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
5. **FURTHER ASSURANCES**. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions

of this Agreement.

6. **GOVERNING LAW.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by the laws of the State of Delaware.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.


**ASSIGNOR:**

**MC ITALIA, INC.,  
a Florida corporation**

By:   
Matthew Chevallard, President

**ASSIGNEE:**

**DEL TORO FOOTWEAR, LLC,  
a Delaware limited liability company**

By:   
Lucas Sommer, CEO