

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mosinger Company, L.L.C. DBA Mark Lemp Footwear		03/27/2015	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	The Walking Cradle Company, LLC		
Street Address:	1000 Biltmore Dr.		
City:	Fenton		
State/Country:	MISSOURI		
Postal Code:	63026		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4342266	MARK LEMP	
Registration Number:	3325153	ROSE PETALS	
Registration Number:	2924828	TALIA	
Registration Number:	2685965	WALKING CRADLES	
CORRESPONDENCE DATA			
Fax Number:	3147276458		
<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:	3147270101		
Email:	rem@riezmanberger.com		
Correspondent Name:	Emmett McAuliffe		
Address Line 1:	7700 Bonhomme Ave Fl 7th		
Address Line 4:	St Louis, MISSOURI 63105		
NAME OF SUBMITTER:	Emmett McAuliffe		
SIGNATURE:	/st1006/		
DATE SIGNED:	12/05/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of March ²⁷~~26~~, 2015, is made by ENTERPRISE BANK & TRUST, a Missouri state chartered trust company ("Secured Party"), in favor of The Walking Cradle Company, LLC, a Missouri limited liability company ("Buyer"), the purchaser of certain assets of Secured Party pursuant to a certain Asset Purchase and Sale between Buyer and Secured Party, dated as of March 25, 2015 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Secured Party has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Secured Party, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby irrevocably conveys, transfers and assigns to Buyer[, and Buyer hereby accepts,] all of Secured Party's right, title and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedules 3-6 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the copyright registrations and applications for registration and exclusive copyright licenses set forth on Schedule 7 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(c) all rights of any kind whatsoever of Secured Party accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions Secured Party hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Secured Party shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect,

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evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Secured Party and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts This IP Assignment 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 IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

6. Governing Law This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

IN WITNESS WHEREOF, Secured Party has duly executed and delivered this IP Assignment as of the date first above written.

ENTERPRISE BANK & TRUST

By: 

Name: James P. Hynes
Title: Senior Vice President

Address for Notices:
150 N. Meramec Ave.
Clayton, MO 63105
Attention: James P. Hynes

AGREED TO AND ACCEPTED:

The Walking Cradle Company, LLC

By:  MARK C. LEMP

Name:
Title: Authorized Representative

Address for Notices:
7700 Bonhomme Ave., 7th floor
St. Louis, MO 63105
Attention: R. Emmett McAuliffe or Mark J. Terkin

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SCHEDULES

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SCHEDULE 3

United States Trademarks

<u>Trademark No.</u>	<u>Mark</u>	<u>Date Issued</u>	<u>Description</u>
4342266	MARK LEMP	28-May-2013	FOOTWEAR
3325153	ROSE PETALS	30-Oct-2007	FOOTWEAR
2924828	TALIA	08-Feb-2005	FOOTWEAR
2685965	WALKING CRADLES	11-Feb-2003	SHOES

ASSIGNMENT OF ASSETS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mosinger Company, LLC, a Missouri limited liability company ("Company"), hereby agree as of March ~~27~~, 2015 ("Effective Date") as follows:

1. Company hereby quit claims, transfers, conveys and assigns to The Walking Cradle Company, LLC, a Missouri limited liability company, any and all right, title and interest which Company has in its Assets (as defined below).
2. The Assets means all of Company's inventory, accounts, accounts receivable, instruments, documents, chattel paper, leases, machinery, furniture, fixtures, equipment, vehicles, general intangibles, contract rights, copyrights, trademarks, including but not limited to the trademarks set forth on Exhibit A, books and records.
3. Company does not represent that it owns any Assets as it has voluntarily transferred all items of personal property, tangible and intangible, to Enterprise Bank & Trust pursuant to that certain security agreement dated July 2, 2012, (the "Security Agreement") but this Assignment of Assets is intended to include any and all such items which fit within the description of Personal Property under the Security Agreement but for which Enterprise Bank & Trust did not have an enforceable security interest or a perfected security interest.
4. Any Assets transferred hereby are transferred AS IS, WHERE IS.

Mosinger Company, LLC has signed this instrument as of the Effective Date.

Mosinger Company, LLC

By: 

Print Name: Richard A. Harmon


Title: MANAGER

EXHIBIT A
Trademarks

Mark Lemp
Walking Cradles
Rose Petals
Talía

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RECORDED: 12/05/2017


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