

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488342

<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>
Keuka Footware, Inc.		12/05/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shoes For Crews, LLC		
<b>Street Address:</b>	5000 T-Rex Avenue, Suite 100		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33431		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4413711	KEUKA	
<b>Registration Number:</b>	3186620	KEUKA PRO II	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	561-625-6575		
<b>Email:</b>	ustrademarks@mchaleslavin.com		
<b>Correspondent Name:</b>	McHale & Slavin, P.A.		
<b>Address Line 1:</b>	2855 PGA Blvd.		
<b>Address Line 4:</b>	Palm Beach Gardens, FLORIDA 33410		
<b>NAME OF SUBMITTER:</b>	Brian M. Taillon		
<b>SIGNATURE:</b>	/Brian M. Taillon/		
<b>DATE SIGNED:</b>	08/31/2018		
<b>Total Attachments: 6</b>			
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OP \$65.00 4413711



## ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is entered and effective as of December 5, 2016 between KEUKA FOOTWEAR, INC., a Delaware corporation ("ASSIGNOR") and SHOES FOR CREWS, LLC, a Florida limited liability company ("ASSIGNEE").

WHEREAS, pursuant to a certain Stock Purchase Agreement ("the Agreement") dated December 5, 2016, ASSIGNEE purchased one hundred percent (100%) of the issued and outstanding shares of capital stock of ASSIGNOR, and also purchased ASSIGNOR's entire intellectual property portfolio including, without limitation, the patent registrations, trademark applications and registrations, and internet domain registrations, as set forth in Exhibit "A" hereto;

WHEREAS, as the result of the Agreement, ASSIGNEE assumed control over the entirety of ASSIGNOR's business, prior to dissolving ASSIGNOR as of August 11, 2017;

WHEREAS, due to unforeseen circumstances, ASSIGNOR and ASSIGNEE did not complete an Assignment document suitable for recordation with the United States Patent & Trademark Office and other government agencies relating to the intellectual property identified in Exhibit "A" hereto, and therefore desire to conclude this Assignment to reflect the transfers set forth in the Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. ASSIGNOR hereby grants, assigns, and conveys to ASSIGNEE its entire right, title, and interest in and to the trademarks listed in Exhibit "A" hereto, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and any applications and registrations which may evolve or have evolved therefrom; and including, without limitation, the right to claim International Convention priority, if applicable, and the right to sue and collect damages for any past infringement thereof.
2. ASSIGNOR hereby grants, assigns, and conveys to ASSIGNEE its entire right, title, and interest in and to the patents and patent applications listed in Exhibit "A" hereto, including all improvements, continuations, continuations-in-part and divisional applications, and all patents issuing therefrom, together with all reissues, re-examinations and extensions, and all corresponding foreign patent applications and patents in any and all countries in the world, and including, without limitation, the right to sue and collect damages for any past infringement thereof.

*{This space intentionally left blank}*

3. The parties to this Assignment further agree that it is to be recorded in all respective registers.

ASSIGNOR

Date: 8/23/18  
 By: [Signature]  
 Title: CEO & President

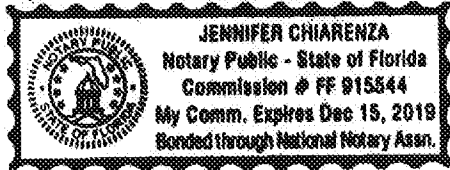
STATE OF FLORIDA                     )  
   )  
 COUNTY OF PALM BEACH             )

Before me this 23rd day of August 2018, personally appeared the above-named individual, to me known to be the person described in, and who executed the foregoing assignment instrument and acknowledge to me that he executed the same on his own free will for the purpose therein expressed.

Notary Public Jennifer Chiarenza  
 Personally known , Produced ID & type \_\_\_\_\_

ASSIGNEE

Date: 8/23/18  
 By: [Signature]  
 Title: CEO & President



# EXHIBIT "A"

**SECTION 2.15(b)**

**Intellectual Property Assets**

(i)


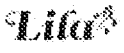
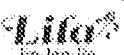
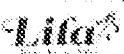
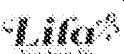

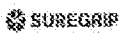
**(1) Patents and Pending Patent Applications**

<b>Title</b>	<b>Serial No. Filing Date</b>	<b>Patent No. Issue Date</b>	<b>Status</b>
SHOE SOLE	D/291,068 August 13, 2007	D573,335 July 22, 2008	Issued
SHOE SOLE	D/291,070 August 13, 2007	D572,886 July 15, 2008	Issued
SHOE SOLE	D/291,090 August 13, 2007	D572,885 July 15, 2008	Issued
SHOE SOLE	D/222,592 February 1, 2005	D564,191 March 18, 2008	Issued
SHOE SOLE	D/222,573 February 1, 2005	D554,839 November 13, 2007	Issued

**(2) Trademarks**

Trademark Registrations and Applications

<b>Jurisdiction File No.</b>	<b>Title/Mark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Filing Date</b>	<b>Status</b>
China 052985- 0909020	KEUKA	14820882 July 18, 2014	14820882 Sep 7, 2015	Registered
China 052985- 0909021	KEUKA	14820883 July 18, 2014	14820883 Sep 7, 2015	Registered
European Union 052985- 0830467	KEUKA	010611325 February 2, 2012	010611325 June 13, 2012	Registered
United States 052985- 0861667	KEUKA	85822201 January 14, 2013	4413711 October 8, 2013	Registered
Canada 052985- 0410299	KEUKA CAFÉ	1250070 March 10, 2005	683663 March 14, 2007	Registered
United States 052985- 0410296	KEUKA PRO II	78793557 January 18, 2006	3186620 December 19, 2006	Registered

United States 052985- 0920180	L & Design 	86408492 September 29, 2014	4735217 May 12, 2015	Registered
United States 052985- 0920181	LILA & Design 	86408502 September 29, 2014	N/A	Published/Opposed
United States 052985- 0899904	LILA LIVE. LOVE. LILA & Design 	86184751 February 5, 2014	4657686 Dec 16, 2014	Registered
Canada 052985- 0914843	LILA LIVE. LOVE. LILA & Design 	1692447 September 4, 2014	N/A	Allowed
South Africa 052985- 0914844	LILA LIVE. LOVE. LILA & Design 	201423004 August 28, 2014	N/A	Published
Canada 052985- 0914842	LIVE. LOVE. LILA	1692448 September 4, 2014	N/A	Allowed
South Africa 052985- 0914847	LIVE. LOVE. LILA	201423003 August 28, 2014	N/A	Published
United States 052985- 0836868	LIVE. LOVE. LILA	85689826 July 30, 2012	4645576 November 25, 2014	Registered
United States 0G2120- 0410293	SHOEGUARD	77001949 September 19, 2006	3489214 August 19, 2008	Registered
China 052985- 0909022	SUREGRIP	14820885 July 18, 2014	N/A	Pending
China 052985- 0909023	SUREGRIP	14820884 July 18, 2014	14820884 September 14, 2015	Registered
United States 052985- 0412417	SUREGRIP	78474959 August 27, 2004	3175006 November 21, 2006	Registered
China 052985- 0909025	SUREGRIP & Design 	14820886 July 18, 2014	14820886 May 21, 2016	Registered
China  052985- 0909024	SUREGRIP & Design 	14820887  July 18, 2014	14820887  Sep 21, 2016	Registered

Domain Names

APPARELFORWORK.COM  
GLOVESFORWORK.COM  
HATSFORWORK.COM  
KEUKACAFE.COM  
KEUKAFOOTWEAR.COM  
KEUKASUREGRIP.COM  
SHIRTSFORWORK.COM  
SHOESFORWORK.COM  
SUREGRIPFOOTWEAR.COM  
SUREGRIPFOOTWEAR.COM  
SUREGRIPFOOTWEAR.MX  
SUREGRIPSHOES.COM  
LILA.SHOES  
LILACLOGS.COM  
LILAFOOTWEAR.COM  
LILASHOE.COM  
NONSLIP.SHOES  
SUREGRIP.SHOES

Material Unregistered Trademarks

SUREGRIP FOOTWEAR



**(3) Copyright Registrations and Applications**

None.