

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500858

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	11/30/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sierra Footworks, LLC		12/03/2018	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Implus Footcare, LLC		
<b>Street Address:</b>	2001 TW Alexander Drive, Box 13925		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27709		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4258778	FOOT ZEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	bryce.maynard@bipc.com		
<b>Correspondent Name:</b>	Bryce J. Maynard		
<b>Address Line 1:</b>	1737 King Street, Suite 500		
<b>Address Line 2:</b>	Buchanan Ingersoll & Rooney PC		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314		
<b>NAME OF SUBMITTER:</b>	Bryce J. Maynard		
<b>SIGNATURE:</b>	/Bryce J. Maynard/		
<b>DATE SIGNED:</b>	12/05/2018		
<b>Total Attachments: 3</b>			
source=SierraFootwroks_TrademarkAssignmt_FOOTZEN_30NOV2018#page1.tif			
source=SierraFootwroks_TrademarkAssignmt_FOOTZEN_30NOV2018#page2.tif			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of November 30, 2018 (the "Effective Date"), by and between Sierra Footworks, LLC, a North Carolina limited liability company located and doing business at 406 20<sup>th</sup> Street, SE, Hickory, North Carolina 28602 ("Assignor"), and Implus Footcare, LLC, a Delaware limited liability company located and doing business at 2001 TW Alexander Drive, Box 13925, Durham, North Carolina, 27709 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in U.S. Trademark Registration No. 4,258,778 for the mark FOOT ZEN in connection with "hosiery, namely, socks" in International Class 25 (hereinafter referred to as "the FOOT ZEN Mark");

WHEREAS, Assignor has agreed to assign all of Assignor's right, title, and interest in the FOOT ZEN Mark to Assignee;

WHEREAS, Assignor and Assignee desire to perfect said assignment and hereby confirm the transfer of the FOOT ZEN Mark to Assignee;

NOW THEREFORE, be it known that, in exchange for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the FOOT ZEN Mark, together with the goodwill associated therewith; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any common law rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions; and (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (d)).

2. Assignor does hereby sell, assign, transfer, and set over unto the Assignee Assignor's entire right, title, and interest in and to the FOOT ZEN Mark, together with the goodwill symbolized by the FOOT ZEN Mark.

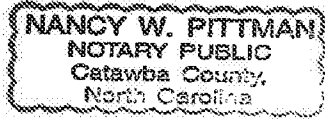
3. Assignor hereby requests the U.S. Commissioner for Trademarks to record this Assignment as to the FOOT ZEN Mark.

4. Assignor further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the FOOT ZEN Mark in Assignee.

5. The Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.

6. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the said Assignor and Assignee have executed this Assignment.



SIERRA FOOTWORKS, LLC

By: [Signature]

Name: William H Taylor Jr

Title: owner

Date: 12/3/18

IMPLUS FOOTCARE, LLC

By: [Signature]

Name: Richard Donnell

Title: General Counsel

Date: 12/4/18

State of North Carolina)

County of Catawba )

I, the undersigned Notary Public of North Carolina in Catawba County, duly commissioned and qualified, do hereby certify that the foregoing/annexed is a true and faithful copy of the original or certified copy this day exhibited to me, the same having been carefully examined by me and compared with the said original or certified copy and found to agree therewith word for word and figure for figure.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Notary Public of North Carolina in Catawba County this 3<sup>rd</sup> day of December 2018

*Nancy W. Pittman*

NANCY W. PITTMAN

MY COMMISSION EXPIRES 3/13/2023

