

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525222

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900498548
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Original Footwear Company, Inc		04/26/2017	Corporation: TENNESSEE

## RECEIVING PARTY DATA

<b>Name:</b>	Original Footwear, LLC
<b>Street Address:</b>	P.O. Box 140009
<b>City:</b>	Arecibo
<b>State/Country:</b>	PUERTO RICO
<b>Postal Code:</b>	00614
<b>Entity Type:</b>	Limited Liability Company: PUERTO RICO

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85469453	TACTICAL PERFORMANCE MATTERS
Serial Number:	78132043	G
Serial Number:	76669117	ORIGINAL S.W.A.T.
Serial Number:	74396092	ALTAMA
Serial Number:	74802145	ALTAMA
Serial Number:	86039849	ORIGINAL S.W.A.T.
Serial Number:	75708854	ORIGINAL S.W.A.T.
Serial Number:	77262863	HOPLITE
Serial Number:	86417401	RO-SEARCH
Serial Number:	85620698	THERE // AND // BACK
Serial Number:	78176769	RG
Serial Number:	74405215	ALTAMA

## CORRESPONDENCE DATA

Fax Number:

*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.*

**Phone:** 9258994681  
**Email:** kevin@originalswat.com  
**Correspondent Name:** Kevin Cole  
**Address Line 1:** 5968 Commerce Blvd  
**Address Line 4:** Morristown, TENNESSEE 37814

**NAME OF SUBMITTER:** Kevin D Cole

**SIGNATURE:** //kevindcole//

**DATE SIGNED:** 05/28/2019

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This **INTELLECTUAL PROPERTY TRANSFER AGREEMENT** (this "Agreement") is made and entered into as of April 26, 2017, by and between **The Original Footwear Company, Inc.**, a Tennessee corporation ("Transferor"), and **Original Footwear, LLC**, a Puerto Rico limited liability company ("Transferee"). Transferor and Transferee are sometimes referred to herein individually as a "Party" and together as the "Parties."

### RECITALS

A. Transferor and Transferee are related entities engaged in the business of manufacturing, distributing, marketing and selling various footwear products (the "Business").

B. Transferor and Transferee desires to reorganize and restructure certain aspects of their respective business operations and the ownership of certain trademarks and associated intellectual property rights utilized in connection with the Business.

C. Transferor and Transferee wish to enter into this Intellectual Property Transfer Agreement in connection with said restructuring and to thereby effectuate the transfer of the aforementioned assets and liabilities, upon the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 TRANSFER AND ASSIGNMENT

**1.1. Transfer of Trademarks and Associated Intellectual Property Rights.** On the terms and conditions set forth in this Agreement, Transferor hereby assigns, transfers, conveys and delivers the Transferred Assets to Transferee, and Transferee hereby accepts, assumes and receives the Transferred Assets from Transferor, in each case effective as of the Effective Date (as defined below). The "Transferred Assets" consist of all of Transferor's right, title and interest in and to all trademarks and associated intellectual property rights currently owned or used by Transferor in connection with the Business, as further described on the attached Exhibit A and including the registered trademarks described on Schedule 1 attached to said Exhibit (the "Transferred Trademarks").

**1.2. Retained Assets.** The Transferred Assets assigned, transferred, conveyed and delivered by Transferor to Transferee pursuant to this Agreement will not include any of the Retained Assets, with respect to each of which Transferor shall retain all right, title and interest from and after the Effective Time. The "Retained Assets" consist of all of Transferor's right, title and interest in and to the intellectual property rights described on Exhibit B (the "Retained Intellectual Property") (including the goodwill of Transferor related to the Retained Intellectual Property) and all of the assets, properties and other rights of Transferor, wherever located, whether tangible or intangible, recorded or unrecorded, as the same exist as of the Effective Date that directly relate to the Retained Intellectual Property.

**1.3. Assumption of the Assumed Liabilities.** On the terms and conditions set forth in this Agreement, Transferor hereby assigns the Assumed Liabilities to Transferee, and Transferee hereby assumes the Assumed Liabilities from Transferor, in each case effective as of the Effective Date. The "Assumed Liabilities" consist of any and all liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise ("Liabilities") of Transferor relating to the Transferred Assets (in each case other than any of the foregoing that are or relate to Retained Liabilities), as the same exist as of the Effective Date.

**1.4. Retention of the Retained Liabilities.** The Assumed Liabilities assigned by Transferor to Transferee, and assumed by Transferee from Transferor, pursuant to this Agreement will not include, and Transferor shall retain, and Transferee shall not assume or be responsible or liable for, or pay, perform or discharge, any Liabilities or obligations of Transferor, whether associated with or arising from any of the Retained Assets and whether known or unknown, fixed or contingent, choate or inchoate, liquidated or unliquidated, secured or unsecured or otherwise (the "Retained Liabilities").

**1.5. Effective Date.** The distribution, assignment, transfer, conveyance and delivery of the Transferred Assets by Transferor to Transferee (and the acceptance, assumption and receipt of the Assets by Transferee), and the assignment of the Assumed Liabilities by Transferor to Transferee (and the assumption of the Assumed Liabilities by Transferee), pursuant to this Agreement shall be effective as of April 26, 2017 (the "Effective Date").

## ARTICLE 2 PURCHASE PRICE; FURTHER ACTIONS

**2.1. Purchase Price.** In consideration of Transferor's conveyance of the Transferred Assets to Transferee, Transferee shall pay to Transferor the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "Purchase Price"). The Purchase Price shall be payable in full upon the closing of the transactions contemplated herein, by check or wire transfer of immediately available funds.

**2.2. Closing Deliveries.** At or prior to the Closing, and effective as of the Effective Date, the Parties will execute and deliver to one another each of the following documents and instruments to further evidence the transactions contemplated by this Agreement:

- (a) this Agreement, duly executed by each of the Parties;
- (b) a Bill of Sale and Assignment conveying all right, title and interest in and to the Transferred Assets to Transferee;
- (c) trademark assignment forms or other documentation required by the United States Patent and Trademark Office (USPTO) to effectuate the change of ownership of the Transferred Trademarks on the records of the USPTO and any applicable foreign trademark offices; and
- (d) such other documents, certificates, or instruments as may be necessary in connection with the transactions contemplated herein.

**2.3. Further Assurances.** After the Effective Date, and without further consideration, each Party covenants and agrees that it will execute and deliver to the other Party such further instruments of transfer and assignment as the other Party may reasonably request, and take such further actions as the other Party may reasonably request, to more effectively distribute, assign, transfer, convey and deliver the Transferred Assets, and assign the Assumed Liabilities, to Transferee and to otherwise consummate the transactions contemplated by this Agreement.

**2.4. Access to Books and Records.** Transferee agrees that it will maintain all of the books and records relating to Transferor that are included in the Transferred Assets for a period of seven (7) years after the Effective Date. Following the Effective Date, either Party may request in writing access to any books, records or other documents (including tax returns) that are transferred or allocated to the other Party pursuant to this Agreement for a proper purpose, including litigation, tax audits and responding to customer or supplier inquiries. The Party receiving any such request shall provide the requesting Party (or its representatives) with access, as soon as reasonably practicable following receipt of the request and during normal business hours, to the requested materials to the extent that such materials are in the possession or control of such Party and to the extent that access to such materials is reasonably necessary to satisfy a proper purpose specified in the request.

### ARTICLE 3 MISCELLANEOUS

**3.1. Entire Agreement.** This Agreement, together with the Bill of Sale and Assignment, constitutes the entire agreement between the Parties relating to the transactions contemplated herein, and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof. The schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

**3.2. Amendments and Waivers.** No amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party.

**3.3. Parties in Interest.** This Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and assigns.

**3.4. Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Tennessee, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Tennessee.

**3.5. Severability.** If any term, provision, section, subsection, paragraph or other portion of this Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable, either in whole or in part, the legality, validity or enforceability of the remaining terms, provisions, sections, subsections, paragraphs and other portions of this Agreement shall

not be affected thereby, and each such term, provision, section, subsection, paragraph and other portion of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

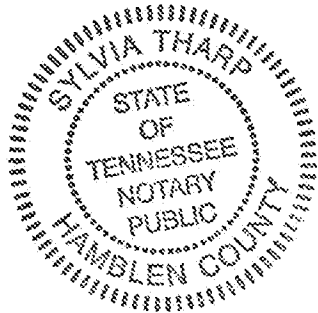
3.6. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile, photo or electronic signature and such facsimile, photo or electronic signature shall constitute an original for all purposes.

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

**Transferor:**

**THE ORIGINAL FOOTWEAR COMPANY, INC.,** a Tennessee corporation

By: [Signature]  
Name: Kevin D. Cole  
Title: President



**Transferee:**

**ORIGINAL FOOTWEAR, LLC,** a Puerto Rico limited liability company

By: [Signature]  
Name: Jennifer D. Cole  
Title: CEO

*[Handwritten Signature]*

*My commission expires  
May 18, 2021*

EXHIBIT A

TRANSFERRED ASSETS

(a) the registered Trademarks listed on Schedule 1, attached hereto and incorporated by reference;

(b) all trademarks, service marks, trade names, brand names, logos, trade dress, design rights related to or used in connection with the Business (whether registered or unregistered, common law or otherwise), and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing ("Trademark Rights");

(c) all other intellectual property rights and assets, and all rights, interests and protections that are associated with, ancillary to, similar to, or required for the exercise of, any of the foregoing (collectively, "Other Intellectual Property");

(d) all license rights relating to any of the foregoing;

(e) all rights to sue for (and remedies against) past, present and future infringements of, and rights of priority and protection of interests under applicable laws in, the Trademark Rights and Other Intellectual Property described above;

(f) all books and records related to the Trademark Rights and any Other Intellectual Property of Transferor related to or used in connection with the Business.

## SCHEDULE 1

MARK LITERAL	SERIAL #	REGISTRATION #
TACTICAL PERFORMANCE MATTERS	85469453	4252782
G	78132043	2811739
ORIGINAL SWAT	76669117	3537465
ALTAMA	74396092	1997268
ALTAMA	74802145	1897028
ORIGINAL SWAT	86039849	4708998
ORIGINAL SWAT	75708854	2553251
HOPLITE	77262863	3517691
RO-SEARCH	86417401	4743409
THERE // AND // BACK	85620698	4390487
RG	78176769	2815834
ALTAMA	74405215	1885613



## BILL OF SALE AND ASSIGNMENT

This **BILL OF SALE AND ASSIGNMENT** is made and entered into as of the 26<sup>th</sup> day of April, 2017, by and between **THE ORIGINAL FOOTWEAR COMPANY, INC.**, a Tennessee corporation ("Assignor"), and **ORIGINAL FOOTWEAR, LLC**, a Puerto Rico limited liability company ("Assignee").

### RECITALS:

A. The parties are related companies which are engaged in the process of restructuring certain aspects of their respective business operations.

B. Pursuant to the terms and conditions of that certain Intellectual Property Transfer Agreement between Assignor and Assignee of even date herewith (the "Transfer Agreement"), Assignor wishes to sell, assign and transfer to Assignee certain trademarks and related intellectual property rights of the Business of Assignor (collectively the "Transferred Assets"), and Assignee desires to accept such Transferred Assets from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor has sold, assigned, transferred, and released, and does hereby sell, assign, transfer, convey, set over, release and deliver to Assignee, all of Assignor's right, title, and interest in and to the Transferred Assets described on **Schedule A** attached hereto, **TO HAVE AND TO HOLD** said Transferred Assets hereby conveyed, transferred and assigned unto the Assignee, its successors and assigns forever.
2. Assignee has accepted and does hereby accept such Transferred Assets from Assignor.
3. Assignor hereby covenants and agrees with Assignee, its successors and assigns, to execute and deliver to Assignee such other and further instruments of transfer, assignment and conveyance and all such notices, releases, acquittances and other documents, and to use its best efforts to secure all such consents and waivers as may be necessary to more fully convey and transfer the Transferred Assets hereby transferred, assigned and conveyed or intended so to be.
4. Capitalized terms not defined herein shall have the same meanings ascribed to them in the Transfer Agreement.
5. This Bill of Sale and Assignment shall be construed under and enforced in accordance with the laws of the State of Tennessee.
6. This instrument may be executed in any number of counterparts, each of which for all purposes shall be deemed to be an original, and all of such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned Assignor and Assignee have executed this Bill of Sale and Assignment, to be effective as of the date first above written.

**ASSIGNOR:**

**THE ORIGINAL FOOTWEAR COMPANY, INC.,** a Tennessee corporation

By: [Signature]  
Name: Kevin A. Cole  
Title: President



**ASSIGNEE:**

**ORIGINAL FOOTWEAR, LLC**  
a Puerto Rico limited liability company

By: [Signature]  
Name: Jennifer D. Cole  
Title: CEO

*Sylvia Tharp*  
my commission expires  
May 18, 2021

SCHEDULE A

Transferred Assets

- (a) the registered Trademarks listed on Schedule 1, attached hereto and incorporated by reference;
- (b) all trademarks, service marks, trade names, brand names, logos, trade dress, design rights related to or used in connection with the Business (whether registered or unregistered, common law or otherwise), and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing ("Trademark Rights");
- (c) all other intellectual property rights and assets, and all rights, interests and protections that are associated with, ancillary to, similar to, or required for the exercise of, any of the foregoing (collectively, "Other Intellectual Property");
- (d) all license rights relating to any of the foregoing;
- (e) all rights to sue for (and remedies against) past, present and future infringements of, and rights of priority and protection of interests under applicable laws in, the Trademark Rights and Other Intellectual Property described above;
- (f) all books and records related to the Trademark Rights and any Other Intellectual Property of Transferor related to or used in connection with the Business.

## SCHEDULE 1

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