OP \$840.00 85/4668/

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM553573

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL			

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foot Petals, Inc.		12/12/2019	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Remington Products Company		
Street Address:	931 Seville Road		
City:	Wadsworth		
State/Country:	OHIO		
Postal Code:	44281		
Entity Type:	Corporation: OHIO		

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark			
Serial Number:	85746687				
Serial Number:	85036810				
Serial Number:	85036769				
Serial Number:	85069308				
Serial Number:	85036716				
Serial Number:	77355655	AMAZING ARCHES			
Serial Number:	86816505	CUSHION TOWER			
Serial Number:	86816502	CUSHIONOLOGY			
Serial Number:	88530110	ENERGIZE BY FOOT PETALS			
Serial Number:	76653755	FAB FEET			
Serial Number:	76653686	FANCY FEET			
Serial Number:	87951230	FANCY FEET			
Serial Number:	88300542	FLAT SOCKS			
Serial Number:	77847325	FOOT PETALS			
Serial Number:	77869256	FOOT PETALS			
Serial Number:	87926075	FOOT PETALS			
Serial Number:	76586489	FOOT PETALS			
Serial Number:	85825595	FOOT PETALS			
Serial Number:	85981153	FOOT PETALS			

TRADEMARK REEL: 006817 FRAME: 0540

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Property Type	Number	Word Mark
Serial Number:	85663038	GLAMOUR TOES
Serial Number:	76645577	HAUTE HEELZ
Serial Number:	76591146	HEAVENLY HEELZ
Serial Number:	76641422	KILLER KUSHIONZ
Serial Number:	85680213	PRESSURE POINTZ
Serial Number:	86111990	SOCK-FREE SAVIORS
Serial Number:	77958361	SOLE STOPPERZ
Serial Number:	76641421	STRAPPY STRIPS
Serial Number:	76591147	TIP TOES
Serial Number:	85784117	WEAR THE SHOES YOU LOVE
Serial Number:	85982625	WEAR THE SHOES YOU LOVE
Serial Number:	85797054	
Serial Number:	85797050	
Serial Number:	85654351	CUSH'N STRIDE

CORRESPONDENCE DATA

Fax Number: 2163634588

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: 2163634677

Email: dpoirier@beneschlaw.com

Correspondent Name: Duncan H. Poirier

Address Line 1: Benesch Friedlander Coplan & Aronoff LLP

Address Line 2: 200 Public Square, Suite 2300

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	49478-5
NAME OF SUBMITTER:	Duncan H. Poirier
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	12/17/2019

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of December 12, 2019 (this "**Trademark Assignment**"), is entered into by and between Foot Petals, Inc., an Ohio corporation, and R. G. Barry Corporation, an Ohio corporation (collectively, "**Assignors**"), and Remington Products Company, an Ohio corporation ("**Assignee**").

WHEREAS, the Assignors are the owner of all right, title, benefit, and interest in the trademarks set forth in the attached <u>Schedule A</u> (the "**Purchased Marks**");

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor's right, title, benefit, and interest in, to, and under the Purchased Marks;

WHEREAS, the Assignors and the Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which the Assignee is acquiring certain assets of Assignor as set forth in the Purchase Agreement, including the Purchased Marks:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

The Assignors hereby sell, assign, transfer, convey, deliver, and set over to the Assignee the Assignors' entire and undivided right, title, benefit, and interest, whether now existing or hereafter acquired, in, to, and under the Purchased Marks, together with all the associated goodwill of its business symbolized by the Purchased Marks, and all applications and registrations of the Purchased Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Purchased Marks, including infringement of the Purchased Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee's own name.

The Assignors covenant and agree to do all acts and take such further action, including execute and deliver, or cause to be executed and delivered, and acknowledge such additional documents, agreements, and instruments as the Assignee may reasonably request evidencing the sale, assignment, transfer, conveyance, delivery, and set over to Assignee of the Purchased Marks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors, heirs, and assigns.

This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Any signature to this Trademark Assignment delivered via facsimile, electronic mail, in .pdf format, or other means of electronic transmission shall be deemed an original for all purposes.

The recitals set forth above are incorporated herein by reference into the terms of this Trademark Assignment.

This Trademark Assignment is governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflict of laws principles.

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Execution Version

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

assignor: **foot petals, in**

Name: Robert A. Mullaney
Title: President and CEO

STATE OF ONO

) SS:

COUNTY OFFER FOLL)

On this <u>loff</u>day of December, 2019 before me appeared Robert A. Mullaney, known to me to be President and CEO of Foot Petals, Inc. who acknowledged that he signed this instrument as a free act on behalf of Foot Petals, Inc.

Notary Public:

My commission expires: 2/25/23



Abigail E Erler
Notary Public
In and For the State of Ohio
My Commission Expires
25 February 2023

[Trademark Assignment]

ASSIGNOR: R. G. BARRY CORPORATION

Ву:

Name: Robert A. Mullaney
Title: President and CEO

STATE OF ON o

SS:

COUNTY OF Fairfield)

On this ion day of December, 2019 before me appeared Robert A. Mullaney, known to me to be President and CEO of R. G. Barry Corporation who acknowledged that he signed this instrument as a free act on behalf of R. G. Barry Corporation.

Notary Public:

My commission expires: 2125/23



Abigail E Erler
Notary Public
In and For the State of Ohio
My Commission Expires
25 February 2023

[Trademark Assignment]

ASSIGNEE: REMINGTON PRODUCTS COMPANY

By:

Name: Joseph A. Saldutti, Jr.

Title: Vice President

STATE OF

NINTY OF FORMS

Notary Public:

My commission ex**EIA-MILAH N. LINDO**NOTARY PUBLIC

MY COMMISSION EXPIRES MAY 31, 2022

[Trademark Assignment]

SCHEDULE A Purchased Marks

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
Carrie	USA	85/746687	10/5/2012	4363847	7/9/2013	25
Foot Shape Design (Killer Kushionz)						
Control	USA	85/036810	5/12/2010	4081435	1/3/2012	25
Foot Shape Design (Killer Kushionz) [SR]						
	USA	85/036769	5/12/2010	4200645	9/4/2012	25
Oval with Scalloped Ends Design (Heavenly Heelz)						
	USA	85/069308	6/23/2010	3937183	3/29/2011	25
Six Petal Flower Design	USA	85/036716	5/12/2010	4200644	9/4/2012	25
Scalloped Circle Design (Tip Toes)						
AMAZING ARCHES	USA	77/355655	12/19/2007	3509834	9/30/2008	25
CUSHION TOWER	USA	86/816505	11/11/2015	5835054	8/13/2019	25
CUSHIONOLOGY	USA	86/816502	11/11/2015	5130195	1/24/2017	25
ENERGIZE BY FOOT PETALS	USA	88/530110	7/23/2019			25
FAB FEET	China	7879906	12/2/2009	7879906	12/21/2010	25
FAB FEET	USA	76/653755	1/19/2006	3291389	9/11/2007	25
FANCY FEET	Canada	0462657	12/10/1980	TMA272008	8/20/1982	25
FANCY FEET	Canada	1288846	1/31/2006	TMA768446	6/2/2010	25
FANCY FEET	USA	76/653686	1/19/2006	3190753	1/2/2007	25
FANCY FEET	USA	87/951230	6/6/2018			03
FLAT SOCKS	USA	88/300542	2/13/2019			25
FLAT SOCKS	WIPO (Canada, Mexico, UK)	1488965	8/12/2019	1488965	8/12/2019	25
FLAT SOCKS	Canada	1488965; 1987065	8/12/2019			25
FLAT SOCKS	Mexico	1488965	8/12/2019			25
FLAT SOCKS	United Kingdom	1488965	8/12/2019			25
FOOT PETALS	Australia	1310161	7/17/2009	1310161	7/17/2009	25
FOOT PETALS	Canada	1459853	11/20/2009	TMA905104	6/2/2015	25
FOOT PETALS	Chile	1132624	11/24/2014	1187132	11/27/2015	25
FOOT PETALS	China	7879905	12/2/2009	7879905	12/21/2010	25
FOOT PETALS	Germany	302009023550	4/21/2009	302009023550	8/31/2009	03, 10, 25

Execution Version

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FOOT PETALS	India	1939490	3/22/2010	1939490	3/22/2010	25
FOOT PETALS	Malaysia	2009/13561	8/11/2009	09013561	8/11/2009	25
FOOT PETALS	New Zealand	955307	3/9/2012	955307	7/2/2013	03, 22, 25
FOOT PETALS	Norway	200912225	11/26/2009	255285	4/26/2010	03, 10, 25
FOOT PETALS	Republic of Korea	40-2009-0035148	7/23/2009	838437	10/5/2010	25
FOOT PETALS	Russian Federation	2009731549	12/7/2009	432833	3/21/2011	25
FOOT PETALS	Saudi Arabia	149122	12/5/2009	1214/9	12/14/2010	25
FOOT PETALS	South Africa	2004/22417	12/10/2004	2004/22417	12/10/2004	25
FOOT PETALS	Switzerland	63293/2009	11/26/2009	598370	11/26/2009	03, 25
FOOT PETALS	Thailand	738711	7/31/2009	TM320165	8/16/2010	25
FOOT PETALS	Turkey	2009/63740	12/1/2009	200963740	3/26/2012	25
FOOT PETALS	United Arab Emirates	136477	12/6/2009	128438	1/17/2011	25
FOOT PETALS	USA	77/847325	10/13/2009	3865684	10/19/2010	25
FOOT PETALS	USA	77/869256	11/10/2009	3898704	1/4/2011	03, 22, 25
FOOT PETALS	USA	87/926075	5/17/2018	5777213	6/11/2019	03
FOOT PETALS	WIPO (Belarus, Bosnia and Herzegovina, Croatia, European Union, Japan, Moldova, Norway, Russian Federation, Serbia, Singapore, Switzerland, Turkey, Ukraine)	1029870	9/17/2009	1029870	9/17/2009	03, 10, 25
FOOT PETALS Stylized	Singapore	T0511315J	7/1/2005	T0511315J	7/1/2005	25
FOOT PETALS Stylized	USA	76/586489	4/12/2004	3008330	10/25/2005	25
FOOT PETALS Stylized 2013 footspetals	Australia	1606674	2/18/2014	1606674	9/18/2014	25
FOOT PETALS Stylized 2013 foot petals	New Zealand	992722	2/18/2014	992722	8/19/2014	25
FOOT PETALS Stylized 2013 foot*petals	USA	85/825595	1/17/2013	4593678	8/26/2014	25, 35
FOOT PETALS Stylized 2013 foot sepetals	USA	85/981153	1/17/2013	4499625	3/18/2014	22
FOOT PETALS Stylized foot repetals	Australia	932324	10/30/2002	932324	6/24/2003	25

Execution Version

FOOT PETALS Stylized	Canada	1263121	6/21/2005	TMA668583	7/25/2006	25
FOOT PETALS Stylized	China	4771737	7/11/2005	4771737	1/28/2009	25
FOOT PETALS Stylized	Hong Kong	300462906	7/22/2005	300462906	7/22/2005	25
FOOT PETALS Stylized	Japan	2005-57182	6/23/2005	4921369	1/13/2006	25
FOOT PETALS Stylized	Republic of Korea	40-2012-0023015	4/6/2012	966957	5/2/2013	25
FOOT PETALS Stylized	Taiwan	094031149	6/29/2005	1207624	5/1/2006	25
GLAMOUR TOES	USA	85/663038	6/27/2012	4408218	9/24/2013	25
HAUTE HEELZ [SR]	USA	76/645577	8/25/2005	3281016	8/14/2007	25
HEAVENLY HEELZ	USA	76/591146	5/10/2004	3000057	9/27/2005	25
KILLER KUSHIONZ	USA	76/641422	6/23/2005	3118923	7/25/2006	25
PRESSURE POINTZ [SR]	USA	85/680213	7/18/2012	4319171	4/9/2013	25
SOCK-FREE SAVIORS	USA	86/111990	11/6/2013	4537791	5/27/2014	25
SOLE STOPPERZ	USA	77/958361	3/13/2010	3903034	1/11/2011	25
STRAPPY STRIPS	USA	76/641421	6/23/2005	3118922	7/25/2006	25
TIP TOES	USA	76/591147	5/10/2004	3056857	2/7/2006	25
WEAR THE SHOES YOU LOVE	USA	85/784117	11/20/2012	5041336	9/13/2016	03
WEAR THE SHOES YOU LOVE	USA	85/982625	11/20/2012	4614769	9/30/2014	22, 25, 35
Shoe Design	USA	84/797054	12/7/2012	4379477	8/6/2013	25, 35
Shoe Design	USA	85/797050	12/7/2012	4391248	8/27/2013	25, 35
CUSH'N STRIDE	USA	85/654351	6/18/2012	4408154	9/24/2013	25

TRADEMARK
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