

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sock and Accessory Global, Inc.		12/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GCE International Inc.		
Street Address:	1385 BROADWAY, FLOOR 21		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4476229	RC RUNNER'S CHOICE	
Registration Number:	4393373	RUNNER'S CHOICE	
Registration Number:	4078078	MIXAROOS	
Registration Number:	4122955	LAKE SHORE BAY	
Registration Number:	2942920	FIDDLESTICKS	
Registration Number:	3926910	SMART FEET	
Registration Number:	4026463	SMART FEET	
Registration Number:	3884033	LA DE DA	
Registration Number:	5247858	JEFF & BERT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	pto@sillscummis.com		
Correspondent Name:	Stanley Seuradge		
Address Line 1:	101 Park Avenue		
Address Line 2:	28th Floor		
Address Line 4:	New York, NEW YORK 10178		
NAME OF SUBMITTER:	Stanley Seuradge		

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SIGNATURE:	/Stanley Seuradge/
DATE SIGNED:	01/02/2020
Total Attachments: 5 source=Trademark Assignment (EXECUTED) (2)#page1.tif source=Trademark Assignment (EXECUTED) (2)#page2.tif source=Trademark Assignment (EXECUTED) (2)#page3.tif source=Trademark Assignment (EXECUTED) (2)#page4.tif source=Trademark Assignment (EXECUTED) (2)#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of December 30, 2019, by and between GCE International Inc., a New York corporation ("Buyer"), and Sock and Accessory Brands Global, Inc., a Delaware corporation ("Seller"). Capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to them in the Purchase Agreement (as defined in Recital A).

WITNESSETH:

WHEREAS, Seller is the owner of the trademarks included on the attached Exhibit A (the "Acquired Trademarks");

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to sell, assign, transfer and deliver to Buyer, all of Seller's right, title and interest in, to and under the Acquired Trademarks, and including all common law rights therein, together with the goodwill of the Purchased Business that is connected with the use of, and symbolized by, the Acquired Trademarks; and

WHEREAS, this Assignment is being executed and delivered at the Closing pursuant to the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Seller hereby assigns, sells and sets over unto the Buyer and Buyer's successors, legal representatives and assigns, the entire right, title, and interest in and to any and all rights and privileges associated with the Acquired Trademarks, together with the goodwill of the business that is connected with the use of, and symbolized by, the Acquired Trademarks, and any and all renewals thereof, and the right to bring suit and collect damages for past infringements thereof.

2. Further Assurances. Seller shall, at the cost and expense of Buyer, take all actions and execute all documents reasonably necessary or desirable by Buyer to record and perfect the rights and privileges of Buyer in and to the Acquired Trademarks.

3. Conflict with Purchase Agreement. Nothing herein (a) shall be deemed to limit the rights, remedies, duties and obligations of the parties under the Purchase Agreement, and (b) is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of Seller or Buyer contained in the Purchase Agreement or the survival thereof. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

4. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Seller and Buyer.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

6. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

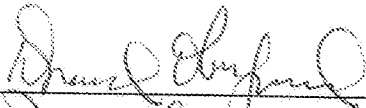
7. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Page Follows]

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

BUYER:

GCE INTERNATIONAL INC.

By: 
Name: DONALD O'CONNELL
Title: PRESIDENT

SELLER:

SOCK AND ACCESSORY BRANDS
GLOBAL, INC.

By: _____
Name: _____
Title: _____

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

BUYER:

GCE INTERNATIONAL INC.

By: _____

Name:

Title:

SELLER:

SOCK AND ACCESSORY BRANDS
GLOBAL, INC.

By: Scott J Hauncher

Name: Scott Hauncher

Title: Vice President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006830 FRAME: 0122

Exhibit A
Acquired Trademarks

Registered Marks

Owner	Registered Mark Name	Registration Number
Sock and Accessory Brands Global, Inc.,	RC RUNNER'S CHOICE & Design	4,476,229
Sock and Accessory Brands Global, Inc.,	RUNNER'S CHOICE	4,393,373
Sock and Accessory Brands Global, Inc.,	MIXAROOS	4,078,078
Sock and Accessory Brands Global, Inc.,	LAKE SHORE BAY	4,122,955
Sock and Accessory Brands Global, Inc.,	FIDDLESTICKS	2,942,920
Sock and Accessory Brands Global, Inc.,	SMART FEET	3,926,910
Sock and Accessory Brands Global, Inc.,	SMART FEET	4,026,463
Sock and Accessory Brands Global, Inc.,	LA DE DA	3,884,033
Sock and Accessory Brands Global, Inc.,	JEFF & BERT	5,247,858

Common Law Marks

Owner	Common Law Trademark
Sock and Accessory Brands Global, Inc.,	SOCK & ACCESSORY BRANDS GLOBAL
Sock and Accessory Brands Global, Inc.,	SABG
Sock and Accessory Brands Global, Inc.,	COLORCAST
Sock and Accessory Brands Global, Inc.,	GAME SPORT
Sock and Accessory Brands Global, Inc.,	YULETIDE