

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM696907

<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>
Shoe Station, Inc.		12/03/2021	Corporation: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shoe Carnival, Inc.		
<b>Street Address:</b>	7500 E. Columbia St.		
<b>City:</b>	Evansville		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47715		
<b>Entity Type:</b>	Corporation: INDIANA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3430774	SHOE STATION	
<b>Registration Number:</b>	3430772	SHOE STATION	
<b>Registration Number:</b>	5611720	SHOE STATION SUPER STORE	
<b>Serial Number:</b>	90689640	SHOE STATION SELECT	
<b>Serial Number:</b>	90689713	SHOE STATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<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>	612 766 7000		
<b>Email:</b>	erin.theroux@faegredrinker.com		
<b>Correspondent Name:</b>	Robert B. Leonard		
<b>Address Line 1:</b>	Faegre Drinker Biddle & Reath LLP		
<b>Address Line 2:</b>	2200 Wells Fargo Cntr, 90 S. Seventh St.		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	312536.6		
<b>NAME OF SUBMITTER:</b>	Erin N. Theroux		
<b>SIGNATURE:</b>	/Erin N. Theroux/		
<b>DATE SIGNED:</b>	12/22/2021		

OP \$140.00 3430774

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Agreement”) is entered into as of December 3, 2021 (the “Effective Date”), by and between Shoe Carnival, Inc., an Indiana corporation (“Buyer”), and Shoe Station, Inc., an Alabama corporation (“Seller”) (each of Buyer and Seller, a “Party” and, collectively, the “Parties”), pursuant to that certain Asset Purchase Agreement as of even date herewith, between Buyer and Seller (the “Purchase Agreement”). Capitalized terms used in this Agreement without definition will have the respective meanings given to them in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, agree as follows:

1. Subject to the terms and conditions of the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, free and clear of all Liens other than Permitted Liens, all right, title and interest in and to the Registered Intellectual Property (and all goodwill therein) identified in Exhibit A.

2. As requested by Buyer, Seller shall take all steps reasonably necessary to assist Buyer in perfecting its title in its own name for any patent, trademark, copyright or other protection which Buyer elects in respect of the Registered Intellectual Property at Buyer’s sole expense.

3. Nothing contained in this Agreement will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, including without limitation any of the representations, warranties, covenants and agreements set forth therein, this Agreement being intended only to give effect to the sale, conveyance, transfer, assignment and delivery by Seller to Buyer of the Registered Intellectual Property free of any debt, liability or obligation of Seller of any kind or nature, whether or not related to the Purchased Assets or the activities carried out pursuant to the Purchase Agreement. In the event of any inconsistency between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will govern.

4. Any dispute arising out of or relating to the negotiation, execution, delivery, interpretation, performance, non-performance or enforcement of this Agreement will be governed by the Purchase Agreement. This Agreement shall inure to the benefit of Buyer and its successors and assigns, and shall be binding upon Seller and its successors and assigns.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or signed documents delivered by email or other electronic means shall be deemed to be original signed documents for all purposes hereunder.

[Signature Page Follows]

The parties have executed this Agreement as of the Effective Date.

BUYER:

Shoe Carnival, Inc.

By: Mark Worden  
Mark Worden, President and  
Chief Executive Officer

SELLER:

Shoe Station, Inc.

By: \_\_\_\_\_  
Geoffrey B. Barkin, President and  
Chief Executive Officer

The parties have executed this Agreement as of the Effective Date.

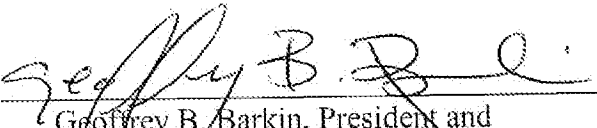
BUYER:

Shoe Carnival, Inc.

By: \_\_\_\_\_  
Mark Worden, President and  
Chief Executive Officer

SELLER:

Shoe Station, Inc.

By:  \_\_\_\_\_  
Geoffrey B. Barkin, President and  
Chief Executive Officer

*[Signature Page to Intellectual Property Assignment]*