

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745623

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900691191		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Project Sage Acquisition, LLC		04/25/2022	Limited Liability Company: DELAWARE
Shoebuy.com, Inc.		04/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DSW Shoe Warehouse, Inc.		
Street Address:	810 DSW Drive		
Internal Address:	Legal/M. Shoap		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43219		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2871916	SHOEBUY	
Registration Number:	5069373	SHOEBUY	
Registration Number:	2518099	SHOEBUY.COM	
CORRESPONDENCE DATA			
Fax Number:	5132412324		
<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>			
Phone:	5132412324		
Email:	tremaklus@whe-law.com		
Correspondent Name:	Theodore R. Remaklus		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Theodore R. Remaklus		
SIGNATURE:	/theodore r remaklus/		
DATE SIGNED:	08/03/2022		

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of April 25, 2022, is entered into between Project Sage Acquisition, LLC, a Delaware limited liability company (“**Parent**”), and Shoebuy.com, Inc., a Delaware corporation (the “**Company**”, and together with Parent, “**Sellers**”), on the one hand, and DSW Shoe Warehouse, Inc. (“**Buyer**”), on the other hand.

WHEREAS, Buyer and Sellers have entered into that certain Asset Purchase Agreement of same date as this Agreement (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Sellers, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Sellers’ right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on **Exhibit A** hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense, Sellers shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or

perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

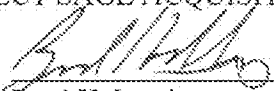
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signatures on following page]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this Trademark Assignment as of the date first written above.

PROJECT SAGE ACQUISITION, LLC

By: 
Brad Holtmeier
Vice President

SHOEBUY.COM, INC.

By: _____
Mark Coffey
Chief Executive Officer

ACCEPTED: DSW SHOE WAREHOUSE, INC.

By: _____
Name: William Jordan
Title: Executive Vice President

IN WITNESS WHEREOF, Sellers have duly executed and delivered this Trademark Assignment as of the date first written above.

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

SHOEBUY.COM, INC.

By: _____
Mark Coffey
Chief Executive Officer

ACCEPTED: DSW SHOE WAREHOUSE, INC.

By:  _____
Name: William Jordan
Title: Executive Vice President

**EXHIBIT A
ASSIGNED TRADEMARKS**

Mark Name	Country	Status	Application Number	Filed Date	Registration Date	Registration Number	International Class and Description
SHOEBUY	United States of America	Registered	75663811	1999-03-19	2004-08-10	2871916	35 - Computerized on-line retail store services featuring footwear
SHOEBUY and Design 	United States of America	Registered	86535801	2015-02-16	2016-10-25	5069373	35 - On-line retail store services featuring footwear, bags in the nature of backpacks, business cases, duffels, handbags, and luggage, apparel in the nature of active wear, hats, outerwear, shirts, socks, pants, shorts, skirts, tops, and jackets, and accessories in the nature of belts, eyewear, insoles, jewelry, shoe care products, and watches
SHOEBUY.COM	United States of America	Registered	75703210	1999-05-11	2001-12-11	2518099	35 - Computerized on-line retail store services featuring footwear
SHOES.COM (Stylized) 	Canada	Registered	1401252	2008-06-27	2010-06-21	TMA770346	35 - Online retail services featuring handbags, messenger bags, sports bags, duffel bags, backpacks, belts, wallets, socks, luggage, hosiery.