

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Footwear Holdings, LLC		09/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Footwear Specialties International, L.L.C.		
Street Address:	13136 NE Airport Way		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97230		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2649329	NEOS	
Registration Number:	3664724	NEOS	
CORRESPONDENCE DATA			
Fax Number:	6123212288		
<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:	612-321-2206		
Email:	aoipdocket@nortonrosefulbright.com		
Correspondent Name:	Felicia J. Boyd		
Address Line 1:	Norton Rose Fulbright US LLP		
Address Line 2:	60 South Sixth Street, Suite 3100		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	1001230460		
NAME OF SUBMITTER:	Stephanie A. Schmidt		
SIGNATURE:	/Stephanie A. Schmidt/		
DATE SIGNED:	10/19/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is made on September 30, 2022 between Footwear Specialties International, L.L.C., a Delaware limited liability company (“*Assignee*”), and US Footwear Holdings, LLC, a Delaware limited liability company (“*Assignor*”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), by and among Assignee, Assignor, Jet Equipment & Tools Ltd., a corporation governed by the federal Laws of Canada, and the other Sellers (as defined in the Purchase Agreement). Unless the context otherwise requires, terms used in this Assignment that are capitalized and not otherwise defined herein will have the meanings given to them in the Purchase Agreement.

RECITALS:

WHEREAS, US Footwear is the owner of the trademark registrations listed on Schedule A hereto, as well as the trademarks, service marks, trade names, and trade dress that constitute a “Purchased Asset” under the Purchase Agreement (collectively, the “*Marks*”), and the goodwill associated with the Marks;

WHEREAS, pursuant to the Purchase Agreement, the Marks and their associated goodwill are to be assigned to Assignee; and

WHEREAS, Assignor desires to sell, transfer, assign, convey and deliver, and Assignee desires to acquire, all of Assignor’s right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and pursuant to the terms and conditions of the Purchase Agreement, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor’s right, title and interest in, to and with respect to the following:
 - (a) the Marks;
 - (b) all income, royalties and payments due or payable as of the date hereof or thereafter in connection with the Marks;
 - (c) the right to sue and collect damages for past, present or future infringements, misappropriations or other violations associated with the Marks, and any corresponding, equivalent or counterpart rights, title or interest that now exists or may be secured hereafter anywhere in the world; and
 - (d) all other rights, including common law rights, and goodwill associated with the Marks.
3. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for

perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.

4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

5. Assignee hereby accepts the assignment and conveyance of the Marks and their associated goodwill.

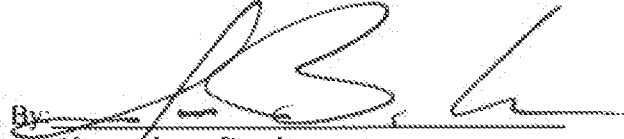
6. This Assignment may be executed in in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

7. This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

[Signature Pages Follow]

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

US FOOTWEAR HOLDINGS LLC as Assignor


By: 
Name: Jason Brooks
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

NA1-1533240084

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**FOOTWEAR SPECIALTIES INTERNATIONAL,
L.L.C., as Assignee**



By: 
Name: Bradley J. Roberts
Title: Vice President

[Signature Page to Trademark Assignment]

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SCHEDULE A
MARKS

Mark	Application Number	Application Date	Registration Number	Registered Country	Registration Date	Owner
	76369288	2/11/2002	2649329	U.S.	11/2/2002	US Footwear Holdings LLC
NEOS	77485054	5/28/2008	3664724	U.S.	8/4/2009	US Footwear Holdings LLC
NEOS (Madrid)		8/18/2020	1553094	Australia	3/6/2021	US Footwear Holdings LLC
NEOS		5/20/2009	783241	Canada	11/23/2010	US Footwear Holdings LLC
		3/27/1997	TMA500.469	Canada	9/11/1998	US Footwear Holdings LLC
						
n.e.o.s. (stylized)		5/3/1999	465467	Switzerland	10/4/1999	US Footwear Holdings LLC
NEOS		10/30/2009	8653421	EUTM	3/22/2010	US Footwear Holdings LLC
NEOS		9/30/1992	3047215	Japan	5/31/1995	US Footwear Holdings LLC
						(Assignment Pending from Norcross Safety Products L.L.C.)
NEOS		4/21/2010	265608	Norway	5/25/2012	US Footwear Holdings LLC
						(Assignment)

Mark	Application Number	Application Date	Registration Number	Registered Country	Registration Date	Owner
NEOS		10/30/2009	UK0098653421	United Kingdom	03/22/2010	Pending from Norcross Safety Products L.L.C.) US Footwear Holdings LLC

TRADEMARK

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RECORDED: 10/19/2022