

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E.S. Originals, Inc.		02/02/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Dolphin Footwear Company, Inc.		
Street Address:	3695 East 10th Court		
City:	Hialeah		
State/Country:	FLORIDA		
Postal Code:	33013		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74082872	NATURAL COMFORT	
Registration Number:	1668999	NATURAL COMFORT	
CORRESPONDENCE DATA			
Fax Number:	(305)379-2420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	305-379-2425		
Email:	meb@pathmanlewis.com		
Correspondent Name:	Marc E. Brandes, Esq.		
Address Line 1:	2 South Biscayne Blvd., Suite 2400		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Marc E. Brandes, Esq.		
Signature:	/Marc E. Brandes/		
Date:	02/07/2006		

OP \$65.00 74082872

Total Attachments: 3

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**TRADEMARK
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ASSIGNMENT OF TRADEMARK

WHEREAS, **E.S. ORIGINALS, INC.** a New York corporation having its principal place of business at 450 West 33rd Street, 9th Floor, New York, NY 10001 ("Assignor"), is the sole and exclusive owner of a certain trademark which is listed below;

WHEREAS, **DOLPHIN FOOTWEAR COMPANY, INC.** a Florida corporation having its principal place of business at 3695 East 10th Court, Hialeah, FL 33013, ("Assignee"), is desirous of acquiring from Assignor all right, title and interest in and to the trademark listed below; and

Intending to be legally bound, and in consideration of the sum of Fifty Thousand Dollars and 00/100 (\$50,000.00) and other valuable consideration received from Assignee, the receipt, sufficiency and uncontestability of which consideration is hereby acknowledged, Assignor does hereby covenant and agree unto Assignee as follows:

1. Assignor does hereby convey, sell, transfer and assign to Assignee all of Assignor's entire right, title and interest in and to the trademark **Natural Comfort**, USPTO Serial Number: 74-082,872 and Registration Number: 1,668,999, Class 25 (the "Trademark"), together with the goodwill of the business connected with the use of and symbolized by said Trademark throughout the world in perpetuity, and all causes of action by reason of any infringement of said Trademark, with the right to sue for and collect damages.

2. Assignor represents and warrants that: (i) Assignor has previously used the Trademark in the regular course of its business, and (ii) Assignor has not assigned any of its right, title or interest, or granted a security interest, lien, encumbrance or pledge, in or to the Trademark to any other party.

3. Assignor acknowledges that the Assignment of the Trademark to Assignee shall not, and is not intended to, act as an assumption by Assignee of any of the obligations or liabilities of Assignor.

4. Assignor covenants and agrees that it shall not hereafter use the Trademark or any substantially identical trademark or name.

5. For a period of 12 months, beginning where both parties have executed this Assignment, if Assignee desires to sell its right, title and interest in the Trademark and obtains a bona fide offer from a prospective purchaser of the Trademark, the Assignee, prior to acceptance of the bona fide offer thereof, shall give the Assignor, with respect to each such offer, written notice thereof and a copy of said offer including the name and address of the proposed purchaser. Assignor shall have the option and right of first refusal for fourteen (14) days after receipt of such notice within which to elect to purchase the Trademark from

Assignee, on the terms of said offer. If Assignor shall elect to purchase the Trademark pursuant to this right of first refusal, it shall give notice of such election within such fourteen (14) day period. If Assignor does not provide written notice to Assignee of its election to enforce its right under this paragraph, then Assignee, at its election, shall sell the Trademark to the prospective purchaser.

6. This instrument is intended to be self-executing. However, if any third party, including the United States Patent and Trademark Office, should request an additional document of transfer, Assignor agrees to properly execute same upon request of Assignee.

7. This Assignment shall be binding upon Assignor and its officers, directors, employees, agents, owners, parents, subsidiaries, successors and assigns and shall inure to the benefit of Assignee, its officers, directors, employees, agents, owners, parents, subsidiaries, successors and assigns.

8. All costs of registration shall be paid by Assignee .

9. All notices to Assignor shall be to Mr. Joey Safdeye, 450 West 33rd Street, 9th Floor, New York, NY 10001, facsimile (209) 254-4944. All notices to Assignee shall be to Mr. Edward Birnbaum, 3695 East 10th Court, Hialeah, FL 33013, facsimile 305-691-7005.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have hereby caused this Assignment of Trademark to be executed by their duly authorized officers.

E.S. ORIGINALS, INC. (Assignor)

By: J Safdeye
Name
[Signature]
Signature
CEO
Title

Dated: February 2, 2006

DOLPHIN FOOTWEAR COMPANY, INC. (Assignee)

By: Edward Birnbaum
Signature
President
Title

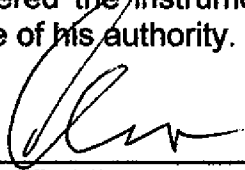
Dated: February 1, 2006

ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

Be it remembered on this 2 day of February 2006, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Joey Setdeye, to me known, who being by me duly sworn according to law, on his oath does depose and make proof of my satisfaction that he was at the time of the execution thereof CEO of G.S. ORIGINALS in the foregoing instrument; and that he signed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his authority.



Notary Public

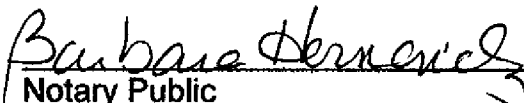
My commission expires on: 7/19/09

DAVID ESSES
Notary Public, State of New York
No. 5015463
Qualified in New York County
Commission Expires July 19, 2009

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Be it remembered on this 01 day of February 2006, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Edward Birnbaum, to me known, who being by me duly sworn according to law, on his oath does depose and make proof of my satisfaction that he was at the time of the execution thereof President of Dolphin Footwear Company, Inc. in the foregoing instrument; and that he signed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his authority.



Notary Public

My commission expires on: December 09, 2008

