# 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
Kollmarc, LLC		111/12/2010 I	LIMITED LIABILITY COMPANY: DELAWARE
			COMPANY, DELAVVARE

#### **RECEIVING PARTY DATA**

Name:	Weinbrenner Shoe Company, Inc.	
Street Address:	108 South Polk Street	
City:	Merrill	
State/Country:	WISCONSIN	
Postal Code:	54452	
Entity Type:	CORPORATION: WISCONSIN	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number: 3677094		STOP DIRT AT THE DOOR

#### **CORRESPONDENCE DATA**

Fax Number: (715)845-2718

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (715) 845-4336

Email: slipowski@ruderware.com

Correspondent Name: Steven P. Lipowski
Address Line 1: P.O. Box 8050

Address Line 4: Wausau, WISCONSIN 54402-8050

NAME OF SUBMITTER:	Steven P. Lipowski
Signature:	/Steven P. Lipowski/
Date:	12/13/2010

Total Attachments: 3

TRADEMARK REEL: 004432 FRAME: 0118 OF \$40.00 3677094

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> TRADEMARK REEL: 004432 FRAME: 0119

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made effective as of November 12, 2010, by Kollmarc, LLC, a Delaware limited liability company ("Assignor"), to Weinbrenner Shoe Company, Inc., a Wisconsin corporation ("Assignee").

### RECITAL

Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under all the Intellectual Property Assets (as defined in Exhibit A attached hereto);

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, including, without limitation, Assignee's agreement to close and closing of the asset sale described in that certain Asset Purchase Agreement dated as of even date herewith between Assignee and Assignor (the "Purchase Agreement"), the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property Assets, including all goodwill associated therewith, all rights to sue for infringement of any Intellectual Property Assets, whether arising prior to or subsequent to the date of this Assignment, and any and all registrations, applications, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to the principles of conflicts of laws thereof.

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TRADEMARK REEL: 004432 FRAME: 0120 IN WITNESS WHEREOF, Assignor has executed this Assignment of Intellectual Property as of the date first above written.

KOLLMARC, LLC

WITH D. Adami

By: Leslie D. Adami, Manager

STATE OF VERMONT

State of VERMONT

State of VERMONT

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me personally appeared Leslie D. Adami, as manager of the Assignor, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

My Commission:

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TRADEMARK
REEL: 004432 FRAME: 0121

, Notary Public

County, Vermont

## **EXHIBIT A**

# **Intellectual Property Assets**

- 1. U.S. Trademark Registration No. 3,677,094 for STOP DIRT AT THE DOOR.
- 2. Common law rights to the SHOE IN brand, subject to the Trademark Rights Agreement (as defined in the Purchase Agreement).
- 3. Domain name for shoeinonline.com.
- 4. All Trade Secrets as defined in the Purchase Agreement.

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TRADEMARK REEL: 004432 FRAME: 0122

**RECORDED: 12/13/2010**