

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/01/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stanco International, Inc.		05/10/2012	CORPORATION: TAIWAN
Stanco USA, Inc.		05/10/2012	CORPORATION: HAWAII

RECEIVING PARTY DATA

Name:	Stanco USA, Inc.
Street Address:	707 Richards Street
City:	Honolulu
State/Country:	HAWAII
Postal Code:	96813
Entity Type:	CORPORATION: HAWAII

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2208505	BON-STITCH
Registration Number:	2208385	B BONTEX
Registration Number:	2266090	B
Registration Number:	0745603	BON-STITCH
Registration Number:	2208504	BON-STITCH
Registration Number:	1123720	BONTEX
Registration Number:	0828396	MORI-FRESH PROCESSED
Registration Number:	2026733	BONTEX
Serial Number:	77444039	ENVIRO-INSOLE
Registration Number:	2524576	BONTEX B

CORRESPONDENCE DATA

Fax Number: 2023935350

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202.638.6666

Email: trademark@jhip.com,smoskowitz@jhip.com

Correspondent Name: Simor L. Moskowitz

Address Line 1: 400 7th Street, NW

Address Line 2: 6th Floor

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	G01955
NAME OF SUBMITTER:	Simor L. Moskowitz
Signature:	/Simor L. Moskowitz/
Date:	06/16/2012

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") dated as of April 1, 2012, made by Stanco International, Inc. and Stanco USA, Inc. (collectively "Assignor") and Stanco USA, Inc. ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Assignment Agreement, dated as of April 1, 2012 (the "Agreement") providing for the execution and delivery of this assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor is the owner of the Trademarks as set out on Schedule A of the Agreement (collectively "Assigned Trademarks") on the Products; and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Trademarks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that Assignor shall, and shall cause its affiliates to, at its own expense, execute and deliver, or cause to be executed and delivered, such additional instruments, documents, conveyances or assurances and take such other actions as may be necessary, or otherwise reasonably requested by Assignee, to render effective the consummation of the transactions contemplated by this Assignment and the Agreement or otherwise carry out the intent and purposes of this Assignment and the Agreement.

All representations and warranties from Assignor to Assignee in the Agreement with respect to the Assigned Trademarks and the other rights assigned above are incorporated herein by reference.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark, copyright, and patent issues and in all other respects including as to validity, interpretation and effect by the laws of the Commonwealth of

Virginia, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first set above.

Stanco International, Inc. (Assignor)

By: *Larry Morris*
Name: Larry Morris, Manager
Title:

Stanco USA, Inc. (Assignor and Assignee)

By: *Larry Morris*
Name: Larry Morris, Manager
Title:

Commonwealth of Virginia
City of Brea Vista

On May 10th, 2012 before me, the undersigned, personally appeared *Larry Morris*, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed the instrument.

[Signature]

NOTARY PUBLIC

My registration number: *7201176*

My commission expires: *7/31/12*



JAMES R. HARPOLD
NOTARY PUBLIC 7201176
COMMONWEALTH OF VIRGINIA
ARLINGTON COUNTY
MY COMMISSION EXPIRES 7/31/2012

SCHEDULE A

ASSIGNED TRADEMARKS

I. Registered Trademarks

	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
1.	Astral Foam		
2.	B Bon-Stitch Design	Mexico	785563
3.	B Bontex Logo	USA	2208505
4.	B Logo	USA	2208385
5.	Bonflex	USA	2266090
6.	Bon-Stitch	Beolux	472001
7.	Bon-Stitch (01 Int.)	Taiwan	1159991
8.	Bon-Stitch (17 Int., 18 Int.)	USA	745603
9.	Bontex	USA	2208504
		African Union	23085
		Territories (OAPI)	
10.	Bontex	Algeria	
11.	Bontex	Algeria	45600 (33426)
12.	Bontex	Argentina	1956680
13.	Bontex	Australia	A274325
14.	Bontex	Austria	68078
15.	Bontex	Belarus	7349
16.	Bontex (18 Int.)	Beolux	004996
17.	Bontex (22 Int.)	Bolivia	55931-C
18.	Bontex (25 Int.)	Bolivia	55932-C
19.	Bontex	Bolivia	55930-C
20.	Bontex	Brazil	7130910
21.	Bontex	Bulgaria	13787
22.	Bontex (19 Int.)	Canada	206,069
23.	Bontex (18 Int.)	Chile	663.460
24.	Bontex (16 Int.)	Chile	724665
25.	Bontex (19 Int.)	Chile	538244
26.	Bontex (18 Int.)	Colombia	119845
27.	Bontex (25 Int.)	Colombia	Pending
28.	Bontex	Colombia	Pending
29.	Bontex	Costa Rica	87099
30.	Bontex	Czech Republic	214837
31.	Bontex	Denmark	1799/1972
32.	Bontex	Egypt	61137
33.	Bontex	El Salvador	229 BOOK 66
34.	Bontex	Estonia	24405
35.	Bontex	European Community	000153601
36.	Bontex (01 Int.)	Finland	62321
37.	Bontex (18 Int.)	France	1396957
		France	1459735

TRADEMARK

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38.	Bontex	Georgia	7896
39.	Bontex	Greece	123923
40.	Bontex	Guatemala	84390
41.	Bontex	Guyana	13601A
42.	Bontex	Honduras	60722
43.	Bontex (18 Int.)	Hong Kong	4351/1993
44.	Bontex (17 Int.)	Hong Kong	1208/1996
45.	Bontex (22 Int.)	Hong Kong	9204/1993
46.	Bontex (25 Int.)	Hong Kong	5541/1998
47.	Bontex	Hungary	123,515
48.	Bontex (16 Int., 18 Int., 25 Int.)	Indonesia	161283
49.	Bontex	Indonesia	341997
50.	Bontex	Indonesia	341994
51.	Bontex	Indonesia	341996
52.	Bontex	Indonesia	341995
53.	Bontex	Iran	51,469
54.	Bontex	Iraq	26997
55.	Bontex	Israel	54541
56.	Bontex	Italy	397912
57.	Bontex	Korea, Republic of	25398
58.	Bontex (17 Int., 19 Int., 34 Int.)	Lithuania	30547
59.	Bontex (18 Int., 25 Int.)	Lithuania	38658
60.	Bontex	Malaysia	M/99709
61.	Bontex	Mexico	348235
62.	Bontex	Morocco	32607
63.	Bontex	New Zealand	B143,079
64.	Bontex	Nicaragua	27,203c.c.
65.	Bontex	Nigeria	42498
66.	Bontex	Norway	82010
67.	Bontex	Pakistan	77461
68.	Bontex	Panama	67549
69.	Bontex (01 Int.)	Paraguay	155764
70.	Bontex (19 Int.)	Paraguay	155765
71.	Bontex	Peru	47498
72.	Bontex	Philippines	36643
73.	Bontex	Poland	59555
74.	Bontex	Romania	12964
75.	Bontex	Saudi Arabia	18220
76.	Bontex	Singapore	3543/82
77.	Bontex	Slovakia	203194
78.	Bontex	Slovenia	8230410
79.	Bontex	South Africa	78/1457
80.	Bontex	Soviet Union	72833
81.	Bontex	Spain	875824
82.	Bontex (18 Int.)	Suriname	13.193
83.	Bontex	Suriname	13.188

84.	Bontex	Sweden	172,883
85.	Bontex	Switzerland	388265
86.	Bontex (71 Int.)	Taiwan	213040
87.	Bontex (48 Int.)	Taiwan	418138
88.	Bontex (17 Int.)	Thailand	KOR48714
89.	Bontex (18 Int.)	Thailand	KOR 63496
90.	Bontex (22 Int.)	Thailand	KOR56771
91.	Bontex (25 Int.)	Thailand	KOR16509
92.	Bontex	Turkey	76533
93.	Bontex	Ukraine	13599
94.	Bontex (17 Int.)	United Kingdom	935,859
95.	Bontex (18 Int.)	United Kingdom	935,860
96.	Bontex (25 Int.)	United Kingdom	935,861
97.	Bontex	USA	1123720
98.	Bontex	Uruguay	249969
99.	Bontex	Uzbekistan	5771
100.	Bontex & B Logo Design (Repeat Pattern)	USA	3524576
101.	Bontex & Chinese Characters	Taiwan	405897
102.	Bontex (& Katakana)	Japan	534488
103.	Bontex 1000 Military Insole	USA	1587831
104.	Bontex 47	Japan	1652934
105.	Maxxon	Hondures	60719
106.	Mori Fresh	Taiwan	405855
107.	Mori-Fresh Processed	USA	828396
108.	Mori-Fresh Treated	Taiwan	385242
109.	Repeating Bontex Design	USA	2260295
110.	Ripple-Flex	USA	2606563
111.	Bontex	USA	2026733
112.	Contour/Maxxon*	USA	2514508
113.	Sir-pel*	USA	1646032
114.	Surtext*	USA	1599614
115.	Maxxon*	USA	1599613
116.	Bon-pel*	USA	1289029
117.	Supertex*	USA	1208366
118.	Bontex (Design)	China	3467509

* Note: Bontex, Inc. no longer produces the goods related to such trademarks and will not renew such trademarks.

II. Pending Trademark Applications

	<u>Trademark</u>	<u>Country</u>	<u>Application/Serial No.</u>
1.	Bontex	China	4776376
2.	Moist-Fresh Treated	China	4736463
3.	Bontex (Design)	China	4736464
4.	BON-STITCH	China	4736465
5.	"Enviro-Insole" Trademark	USA	77444039