

## 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
FBC WORLDWIDE, LLC		04/22/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	FBC GROUP, LLC		
Street Address:	2929 MCKINNEY ST		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77003		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85059945	ISLANDER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2816509817		
Email:	farid@fbctrust.com		
Correspondent Name:	FBC Worldwide LLC		
Address Line 1:	2929 Mckinney St		
Address Line 4:	Houston, TEXAS 77003		
NAME OF SUBMITTER:	Farid Aliji		
Signature:	/Farid Aliji/		
Date:	04/22/2013		

OP \$40.00 85059945

**Total Attachments: 10**

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## TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

**THIS TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT** (this "**Agreement**") is made and entered into as of this 3rd day of October, 2012 (the "**Effective Date**"), by and between **FBC WORLDWIDE LLC**, a limited liability company organized and existing under the laws of the State of Texas having a business address of 2929 McKinney Street, Houston, Texas 77003 USA ("**FBC**") and **FBC GROUP, LLC.**, a limited liability company organized and existing under the laws of the State of Texas having a business address of 2929 McKinney Street, Houston, Texas 77003 USA ("**FBC Group**"). FBC and FBC Group may each be referenced herein as a "**Party**" and collectively as the "**Parties**".

### WITNESSETH:

**WHEREAS**, FBC owns the trademark, Islander, in the United States, together with any associated applications and registrations as set forth in **EXHIBIT A** incorporated herein by reference, together with all goodwill associated therewith (the "**Trademarks**");

**WHEREAS**, FBC desires to sell, assign and transfer, and FBC Group desires to purchase and assume, the Trademarks and all goodwill associated therewith upon the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, the Parties hereto agree as follows:

### ARTICLE 1

#### Sale, Assignment and Transfer

Section 1.1. Transfer to FBC Group. On the terms set forth herein and subject to (i) the due execution and delivery of this Agreement by each of the Parties hereto and (ii) the receipt by FBC of the payment required to be made under Section 2.01 hereof, as of the date hereof FBC hereby:

(a) sells, assigns and transfers to FBC Group all of its right, title and interest in, to and under the Trademarks, and any other mark incorporating the Trademarks used by FBC, and all goodwill associated therewith, together with all rights and privileges granted and secured thereby, including without limitation any and all claims and causes of action which may hereafter arise by reason of unfair competition therewith, infringement, violation or dilution thereof or injury to the associated goodwill or otherwise, such rights to be held and enjoyed by FBC Group, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by FBC if this assignment had not been made (the "**Trademark Rights**").

The sale, assignment and transfer contemplated in this Section 1.01 shall together be referred to herein as the "**Assignment**". The Parties agree to execute the assignment attached hereto as **EXHIBIT B**. Promptly upon complete execution of this Agreement by the Parties, FBC Group shall record the assignment in Exhibit B as executed by the Parties with the United States Patent and Trademark Office with respect to the registrations and pending applications

referenced therein. FBC further undertakes to execute and submit any and all documents which are necessary to effect the Assignment and transfer rights in the Trademarks, including certificates of registration covering the same, transferred in FBC Group's name.

Section 1.2. Absolute Transfer. FBC and FBC Group hereby agree and acknowledge that the Assignment is an absolute and irrevocable transfer of the Trademarks, and is not intended to be a transfer for purposes of security.

Section 1.3. No Recourse. Other than set forth in Article 3 below, the Assignment shall be without recourse, representation or warranty.

## ARTICLE 2

### Payment of Purchase Price

Section 2.1. Purchase Price. As consideration for the Assignment, FBC Group shall, within 3 days of the Effective Date pay or cause to be paid to FBC \$1.00 USD ("**Purchase Price**") said Purchase Price to be made by check to an account specified by FBC and provided to FBC Group. The Purchase Price to FBC shall be made in immediately available funds, without setoff, deduction or counterclaim.

## ARTICLE 3

### Representations and Warranties of FBC

FBC represents and warrants to FBC Group as of the Effective Date that:

Section 3.1. Trademarks.

- (a) Prior to the transfer and assignment contemplated in Section 1.01 hereof, FBC is the owner of and possesses the entire right, title and interest in and to the Trademarks.
- (b) To FBC's knowledge, the Trademark Rights are not subject to any judgment, injunction, order, decree, pledge, encumbrance or agreement restricting the use thereof or restricting the licensing thereof to any person.
- (c) To FBC's knowledge, there are no existing or threatened claims or proceedings alleging that use of the Trademarks by FBC or any of its licensees in the United States infringes any third party's rights or challenging the ownership of any registration of the Trademarks in any jurisdiction in the United States and FBC is not aware of any grounds for any such claims or proceedings.

Section 3.2. Transfer Effective. This Agreement is effective in accordance with its terms to transfer the Trademark Rights to FBC Group, and upon satisfaction of the conditions specified in clauses (i) and (ii) of Section 1.01, FBC Group will be the owner of the Trademark Rights free and clear of any claim, judgment, injunction, order, decree, pledge, encumbrance or agreement restricting the use thereof or restricting licensing thereof to any person. Except for the recordation of the Assignment in Exhibit "B" with the United States Patent and Trademark Office, no registration or filing with any governmental authority is necessary or appropriate in

connection with the transfer of the Trademark Rights by FBC to FBC Group pursuant to this Agreement.

Section 3.3. Corporate Existence and Power. FBC is a limited liability company duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all corporate powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

Section 3.4. Corporate Authorization. The execution, delivery and performance by FBC of this Agreement and the consummation of the transactions contemplated hereby and thereby are within FBC's corporate powers and have been duly authorized by all necessary corporate action on the part of FBC. This Agreement constitutes a valid and binding agreement of FBC enforceable against FBC in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.5. Governmental Authorization. The execution, delivery and performance by FBC of this Agreement and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with, any governmental body, agency or official, except, with respect to this Agreement, for the filing of an instrument of transfer in with the United States Patent and Trademark Office.

Section 3.6. Non-contravention. The execution, delivery and performance by FBC of this Agreement and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate the certificate of incorporation or bylaws of FBC, (ii) to FBC's knowledge, violate any applicable law, rule, regulation, judgment, injunction, order or decree or (iii) constitute a default under, require any consent under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of FBC or to a loss of any benefit relating to the Trademarks to which FBC is entitled under, any provision of any agreement or other instrument binding upon FBC.

#### **ARTICLE 4**

##### **Representations and Warranties of FBC Group**

FBC Group represents and warrants to FBC as of the Effective Date that:

Section 4.1. Limited Liability Company Existence and Power. FBC Group is a corporation duly formed, validly existing and in good standing under the laws of Republic of the Philippines and has all legal powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

Section 4.2. Company Authorization. The execution, delivery and performance by FBC Group of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the legal powers of FBC Group and have been duly authorized by all necessary legal action on the part of FBC Group. This Agreement constitutes a valid and binding agreement of FBC Group enforceable against FBC Group in accordance with its terms,

except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 4.3. Governmental Authorization. The execution, delivery and performance by FBC Group of this Agreement and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with, any governmental body, agency or official.

Section 4.4. Non-Contravention. The execution, delivery and performance by FBC Group of this Agreement and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate the certificate of formation or limited liability company agreement of FBC Group, (ii) violate any applicable law, rule, regulation, judgment, injunction, order or decree or (iii) constitute a default under, require any consent under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of FBC Group or to a loss of any benefit relating to the Trademark to which FBC Group is entitled under, any provision of any agreement or other instrument binding upon FBC Group.

## **ARTICLE 5**

### Confidentiality

Section 5.1. Confidentiality. Each Party hereto will hold and will cause its agents, officers, directors, attorneys, employees, consultants and advisors to hold in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, all documents and information concerning any other Party furnished it by such other Party or its representatives in connection with the subject matter hereof (except to the extent that such information can be shown to have been (i) previously known by the Party to which it was furnished, (ii) in the public domain through no fault of such Party, or (iii) later lawfully acquired from other sources by the Party to which it was furnished), and each Party will not release or disclose such information to any other person, except its auditors, attorneys, financial advisors, bankers and other consultants and advisors in connection with this Agreement. Notwithstanding the provisions above, either Party may disclose the fact that the Trademarks were assigned by FBC to FBC Group and may make sufficient disclosure of the assignment and related documents to record the assignment in the records of the United States Patent and Trademark Office.

## **ARTICLE 6**

### Miscellaneous

Section 6.1. Further Assurances. FBC will execute and deliver to FBC Group all such further assignments, instruments, assurances and other documents, and perform such other acts, as FBC Group may reasonably request or as may be necessary to more fully assign and convey to and vest in FBC Group the rights herein assigned.

Section 6.2. Notices. All notices and other communications hereunder shall be in writing (including telecopy or similar writing) and shall be given to such party (a) in the case of

FBC, at 2929 McKinney St, Houston, TX 77003 or (b) in the case of FBC Group at 2929 Mckinney Street, Houston, TX 77003 or such other address or telecopy number as such party may hereafter specify for such purpose by notice given hereunder. Each such notice, request or other communication shall be effective when received.

Section 6.3. Severability. Should any provision of this Agreement for any reason be declared invalid or unenforceable, such declaration shall not affect the validity or enforceability of any of the other provisions of this Agreement, which other provisions shall remain in full force and effect and the application of such invalid or unenforceable provision to persons or circumstances other than those as to which it has been held invalid or unenforceable shall be valid and enforced to the fullest extent permitted by law.

Section 6.4. Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. FBC Group may assign this Agreement without the need for consent from FBC to a successor, parent or affiliated entity (affiliated entity meaning an entity under common or shared control) provided such assignee agrees to be bound by all terms and conditions of this Agreement.

Section 6.5. Section 6.05. Dispute Resolution. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought only in the courts of the State of Texas and of the United States of America, in each case located in the County of Harris, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) and waives any objection to venue laid therein. Each of the Parties agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address for notices under Section 6.02.

Section 6.6. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Section 6.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters relating to validity, construction, effect, performance and remedies. This Agreement shall be construed in accordance with and governed by the Federal Trademark Act, 15 U.S.C. § 1051 et seq. as to all matters of trademark law relating to the Trademarks, including without limitation, the validity and enforceability of the Trademarks.

Section 6.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

Section 6.9. Waiver. Any failure by any party to comply with any obligation, covenant or agreement herein or to fulfill any condition herein may be waived only by a written notice

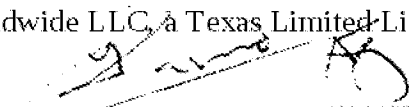
from the party entitled to the benefits thereof. No failure by either party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or future exercise of that right or any other right hereunder by that party.

Section 6.10. Expenses. Except as otherwise specifically provided in this Agreement, each of FBC Group and FBC will bear the cost of its own performance under this Agreement, including without limitation its own attorneys' fees.

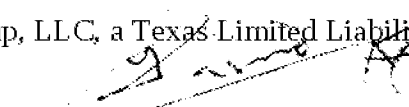
Section 6.11. Limitation of Liability. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PARTIES AGREE THAT FBC'S TOTAL LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION HERewith OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES UNDER ARTICLE 3 OR OTHER UNDERTAKINGS HEREUNDER, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE.**

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

FBC Worldwide LLC, a Texas Limited Liability Company

By:   
Name Printed: Farid Aliji  
Title: CEO

FBC Group, LLC, a Texas Limited Liability Company

By:   
Name Printed: Farid Aliji  
Title: CEO



**EXHIBIT A  
TRADEMARKS**

**Trademarks**

Islander

**U.S. Trademark Applications/Registrations**

<b>TRADEMARK</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Goods</b>
Islander	85059945	06/10/2010	05/03/2011	3953868	Beach Footwear

## EXHIBIT B

### TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (the "**Assignment**") is made and entered into as of this \_\_\_\_ day of October, 2012 (the "**Effective Date**"), by and between **FBC WORLDWIDE LLC**, a limited liability company organized and existing under the laws of the State of Texas having a business address of 2929 McKinney Street, Houston, Texas 77003 USA ("**Assignor**") and **FBC GROUP, INC.**, a limited liability company organized and existing under the laws of the State of Texas having a business address of 2929 McKinney Street, Houston, Texas 77003 USA ("**Assignee**"). Assignor and Assignee may each be referenced herein as a "**Party**" and collectively as the "**Parties**".

**WHEREAS**, on April 22, 2013, the Parties entered into that certain Trademark Purchase and Assignment Agreement and pursuant to which Assignor assigned to Assignee its entire right, title and interest in and to trademark "Islander", together with the associated applications and registrations therefor set forth in **EXHIBIT 1** incorporated herein by reference, together with all goodwill associated therewith (the "**Trademarks**");

**WHEREAS** Assignor and Assignee wish to document by formal assignment to Assignee all of Assignor's right, title and interest in and to the Trademarks;

**WHEREAS**, it is the purpose of this document to memorialize the assignment and transfer of all of Assignor's rights, title and interest in and to the Trademarks to Assignee, in a form suitable for recording in the United States Patent and Trademark Office;

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

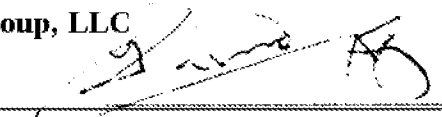
#### **ASSIGNMENT OF TRADEMARK**

1.1 As of the date hereof, Assignor hereby conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized thereby, including, together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of the Assigned Trademarks.

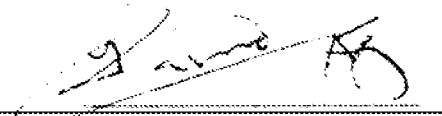
1.2 Assignor further covenants that it will cooperate with Assignee in the execution of all documents, papers, forms and authorizations and take other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Assigned Trademarks.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**FBC Group, LLC**

By:   
Name: Farid Aliji  
Title: CEO

**FBC Worldwide LLC**

By:   
Name: Farid Aliji  
Title: CEO

**Exhibit 1**

**Trademarks**

Islander

**U.S. Trademark Applications/Registrations**

<b>TRADEMARK</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Goods</b>
Islander	85059945	06/10/2010	05/03/2011	3953868	Beach Footwear

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