

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sazzi Footwear, LLC		10/31/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MAT Investments, L.L.C.		
Street Address:	809 Riordan Road, Suite 100-403		
City:	Flagstaff		
State/Country:	ARIZONA		
Postal Code:	86001		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4154863	SAZZI	
Registration Number:	4411885	SAZZI	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6023826551		
Email:	pdemello@swlaw.com		
Correspondent Name:	Ryan D. Ricks, SNELL & WILMER L.L.P.		
Address Line 1:	400 E. Van Buren		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	62611.00001		
NAME OF SUBMITTER:	Ryan D. Ricks		
Signature:	/Ryan D. Ricks/		

CH \$65.00 4154863

Date:

11/05/2013

**Total Attachments: 5**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of October 31, 2013, by and between SAZZI FOOTWEAR, LLC, a California limited liability company ("Assignor") and MAT INVESTMENTS, LLC, an Arizona limited liability company ("MAT"), in connection with that certain Loan Settlement and Membership Redemption Agreement of even date herewith (the "Settlement Agreement").

### RECITALS

A. Assignor and MAT are parties to the Settlement Agreement pursuant to which Assignor has agreed to transfer, assign and deliver to MAT (in satisfaction of existing secured indebtedness owed by Assignor to MAT) certain intellectual property assets of Assignor.

B. Pursuant to Section 2 of the Settlement Agreement, Assignor desires to assign to MAT, and MAT desires to accept and acquire all of Assignor's right, title, and interest in and to all of the Intellectual Property listed on Exhibit A of this Assignment (collectively, the "Assigned Intellectual Property").

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Settlement Agreement and in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to implement the actions and agreements contemplated by the Settlement Agreement, Assignor hereby agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to MAT, and MAT hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Intellectual Property, free and clear of all liens, mortgages, options, charges, title defects, security interests and similar encumbrances in favor of any person or entity other than MAT, together with the goodwill pertaining thereto, and together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Assigned Intellectual Property, along with the right to sue for and collect any damages for the use and benefit of MAT and MAT's successors, assigns, designees, nominees and other legal representatives, all of the foregoing to be held by MAT for MAT's own use and enjoyment, and for the use and enjoyment of MAT's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

2. Assignor represents and warrants that, at the time of the execution and delivery of this Assignment, it possesses the unencumbered right and authority to make this Assignment. Assignor further represents, warrants and covenants that the execution and delivery of this Assignment does not breach any agreement to which Assignor is a party, and Assignor has not

entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.

3. As may be requested by MAT or its designee or other legal representative from time to time after the date hereof, Assignor agrees to assist MAT, or MAT's successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Intellectual Property and (ii) secure MAT's rights in the Assigned Intellectual Property, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that MAT deems necessary to assign and convey to MAT, or MAT's successors, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Intellectual Property.

4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue Patents or other evidence or forms of intellectual property protection or applications as, to issue the same to MAT or MAT's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. MAT hereby agrees to pay all filing costs, fees and related expenses incurred by MAT or Assignor in connection with the transactions contemplated by this Assignment.

*[signature page follows]*

**IN WITNESS WHEREOF**, this Assignment has been executed as of the day and year first written above.

**ASSIGNOR:**

**SAZZI FOOTWEAR, LLC**, a California limited liability company

\_\_\_\_\_  
By: Brett Kitter  
Manager

**EXHIBIT A**  
**In Assignment of Intellectual Property**

**Issued Patents**

None.

**Pending Patent Applications**

Title	Serial No.	Filing Date	Country
Four-Thonged Slipper & Sole Design	29/409,987	December 31, 2011	USA
Four-Thonged Sandal and Sole Design	29/409,988	December 31, 2011	USA
Internal Shank for Footwear Having Independent Toe Platforms	13/473,407	May 16, 2012	USA

**Registered Trademarks**

Mark	Registration #	Registration Date	USPTO Assignee of Record
SAZZI	4,154,863	June 5, 2012	Sazzi Footwear, LLC (Registrant)
SAZZI	4,411,885	October 1, 2013	Sazzi Footwear, LLC (Registrant)

**Pending Trademark Applications**

None.

**Registered Copyrights**

None.

**Domain Names (the "Sazzi Domains")**

Domain	Created on	Expires on	Registrant
sazzi.com	January 24, 2010	January 24, 2013	Brett Ritter
sazzifootwear.com	May 5, 2011	May 5, 2014	Brett Ritter
sazziandals.com	May 5, 2011	May 5, 2014	Brett Ritter

**Common Law Rights**

- All Sazzi trademarks, designs, artworks, logos, and works of authorship, and all variations and derivations thereof, including but not limited to those hosted at, displayed on, or accessible via any of the Sazzi Domains
- All Sazzi footwear designs, including but not limited to those hosted at, displayed on, or accessible via any of the Sazzi Domains
- All copyright interest in and to any asset listed in this Exhibit A