

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E.S. Originals, Inc.		12/29/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Eso Active LLC		
Street Address:	440 9th Avenue		
Internal Address:	6th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2580230	AIR BED	
Registration Number:	2568426	AIR COIL	
Registration Number:	2423876	AIR SURGE	
Registration Number:	1735733	AIR THUNDER	
Registration Number:	2454304	AIR TRANSFER	
Registration Number:	2586639	CAGE	
Registration Number:	3804082	ECO-SOLE	
Registration Number:	3854330	EXERTONE	
Registration Number:	2543423	FLEX-TECH	
Registration Number:	3955243	FLEX-TONE	
Registration Number:	4915094	KIDS U	
Registration Number:	2948812	KIDS UNIVERSITY	
Registration Number:	1828938	SURE TRED	
Registration Number:	3738240	TODDLER UNIVERSITY	
Registration Number:	1797111	TRAIL LITES	
Registration Number:	2574522	TURBO AIR	
CORRESPONDENCE DATA			

CH \$415.00 2580230

Fax Number:

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

Phone: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW MEXICO 10019

NAME OF SUBMITTER:	Spencer Simon
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SIGNATURE:	/Spencer Simon/
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DATE SIGNED:	11/08/2021
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

E.S. Originals, Inc., a New York corporation ("Assignor"), effective as of December 29, 2020, hereby irrevocably sells, conveys, transfers, assigns, and delivers to ESO ACTIVE LLC, a Delaware limited liability company ("Assignee") and its successors and assigns, all right, title and interest in and to the trademarks and trademark applications set forth on Schedule A hereto, together with all common law rights therein and the goodwill associated therewith (the "Assigned Trademarks"), including, without limitation, all registrations and applications therefor in the United States and any foreign jurisdiction, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign jurisdiction, now or hereafter in effect, as well as all rights owned by Assignor or any of its affiliates derived from use or reputation, and all income, royalties or payments due or payable with respect to the Assigned Trademarks as of the date first set forth above and thereafter, including, without limitation, and all claims for damages by reason of past, present, or future infringement, dilution or other unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives.


This Trademark Assignment is being executed pursuant to that certain Contribution and Assumption Agreement, dated as of December 29, 2020, between Assignor and Assignee (the "CAA"), pursuant to which, among other things, Assignor agreed to assign, sell, convey, and transfer all of Assignor's right, title, and interest in and to the Trademarks to Assignee, and all of the terms and conditions of the CAA are hereby incorporated by reference. Nothing contained in this Trademark Assignment shall be deemed to supersede any of the obligations, agreements, covenants, representations and warranties of Assignor or Assignee contained in the CAA, and this Trademark Assignment is made and accepted subject to all of the terms, conditions,

representations and warranties set forth in the CAA, all of which survive execution and delivery of this Trademark Assignment as set forth in the CAA

This Trademark Assignment and any disputes or controversies arising out of or relating to this Trademark Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York (other than Section 5-1401 of the New York General Obligations Law).

Assignor further consents to recordation of this Trademark Assignment by Assignee, including with the United States Patent and Trademark Office or successor offices.

E.S. ORIGINALS, INC., A NEW YORK CORPORATION

By: 
_____ Authorized signatory

Name: *Mopali Shelton*

Title: *COO*

SCHEDULE A

TRADEMARKS

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)	STATUS	GOODS
AIR BED	USA	76/202,437 (1/30/2001)	2,580,230 (6/11/2002)	Registered	Footwear
AIR BED	CANADA	1232100 (9/30/2004)	699,202 (10/23/2007)	Registered	Footwear, namely, boots, shoes, sneakers, sandals and athletic shoes
AIR COIL	USA	76/180,322 (12/13/2000)	2,568,426 (5/7/2002)	Registered	Footwear
AIR DEFENSE	CANADA	1019725 (6/21/1999)	564,416 (7/8/2002)	Registered	Footwear
AIR FLASH	CANADA	1019724 (6/21/1999)	564,415 (7/8/2002)	Registered	Footwear
AIR SURGE	USA	75/573447 (10/19/1998)	2,423,876 (1/23/2001)	Registered	Footwear
AIR THUNDER	USA	74/199,100 (8/9/1991)	1,735,733 (11/24/1992)	Registered	Footwear
AIR TRANSFER	USA	75/903155 (1/26/2000)	2,454,304 (5/22/2001)	Registered	Footwear
AIR TRANSFER	CANADA	1232722 (10/6/2004)	649,284 (9/29/2005)	Registered	Footwear, namely, boots, shoes, sneakers, sandals and athletic shoes
CAGE	USA	76/303,071 (8/22/2001)	2,586,639 (6/25/2002)	Registered	Footwear
ECO-SOLE	USA	77/620,456 (11/24/2008)	3,804,082 (6/15/2010)	Registered	Footwear
EXERTONE	USA	77/541,714 (8/7/2008)	3,854,330 (9/28/2010)	Registered	Footwear
FLEX-TECH	USA	75/843,143 (11/8/1999)	2,543,423 (2/26/2002)	Registered	Footwear
FLEX-TONE	USA	77/541,695 (8/7/2008)	3,955,243 (5/3/2011)	Registered	Footwear
KIDS U	USA	86/534,589 (2/13/2015)	4,915,094 (3/8/2016)	Registered	Footwear
KIDS UNIVERSITY	USA	76/406,403 (5/13/2002)	2,948,812 (5/10/2005)	Registered	Footwear
SURE TRED	USA	74/347,319 (1/11/1993)	1,828,938 (3/29/1994)	Registered	Footwear
TODDLER UNIVERSITY	USA	78/805,215 (02/02/2006)	3,738,240 (1/12/2010)	Registered	Footwear

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)	STATUS	GOODS
TRAIL LITES	USA	74/298,445 (7/27/1992)	1,797,111 (10/5/93)	Registered	Footwear
TRED SAFE	BRAZIL	818,122,735 (10/19/1994)	818,122,735 (9/3/96)	Registered	Footwear
TRED SAFE	CHINA	94108657 (10/24/1994)	882190 (10/14/96)	Registered	Footwear
TRED SAFE	MEXICO	1606407 (5/6/2015)	1587408 (11/6/2015)	Registered	Footwear
TURBO AIR	USA	76/186,876 (12/28/00)	2,574,522 (5/28/02)	Registered	Footwear