

## 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
Penguin Brands, Inc.		06/28/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Implus Footcare, LLC		
Street Address:	2001 TW Alexander Drive, Box 13925		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3812369	PENGUIN	
Registration Number:	3754789	PENGUIN	
Registration Number:	3118692	PENGUIN	
Registration Number:	2981774	FRESH TWIST	
Registration Number:	2558893	PRO ARC ADAPTABLE REPLACEMENT CLEATS	
Registration Number:	1386413	TECTRON	
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>			
Email:	bryce.maynard@bipc.com		
Correspondent Name:	Bryce J. Maynard		
Address Line 1:	1737 King Street Suite 500		
Address Line 2:	Buchanan Ingersoll & Rooney PC		
Address Line 4:	Alexandria, VIRGINIA 22314		

OP \$165.00 3812369

NAME OF SUBMITTER:	Bryce J. Maynard
Signature:	/Bryce J. Maynard/
Date:	07/03/2013
<b>Total Attachments: 7</b> source=Implus Assignment#page1.tif source=Implus Assignment#page2.tif source=Implus Assignment#page3.tif source=Implus Assignment#page4.tif source=Implus Assignment#page5.tif source=Implus Assignment#page6.tif source=Implus Assignment#page7.tif	

**TRADEMARK ASSIGNMENT**

This Trademark Assignment agreement (“Assignment”) is entered into as of June 28, 2013, between Penguin Brands, Inc. a Pennsylvania corporation (“Assignor”), and Implus Footcare, LLC, a Delaware limited liability company (“Assignee”).

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 14, 2013, by and among, inter alia, Assignor and Assignee (the “Purchase Agreement”), wherein Assignor agreed to sell and assign certain intellectual property assets, including registered and common law trademarks, to Assignee; and

**WHEREAS**, Assignor and Assignee desire to memorialize Assignee’s acquisition of all of Assignor’s right, title and interest in, to and under the registered and common law trademarks assigned pursuant to the Purchase Agreement, including those identified in Exhibit A, attached hereto (the “Transferred Assets”).

**FOR GOOD AND VALUABLE CONSIDERATION** set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree and confirm that:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the Transferred Assets, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto and all other rights associated with the portion of the ongoing and existing business to which the marks pertain, as set forth in the Purchase Agreement; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including without limitation the right to recover damages, for any past, present, or future infringement, misappropriation, dilution and/or other unauthorized use of the Transferred Assets.

2. Assignor hereby agrees to execute, acknowledge and deliver any and all further documents and to take such other and further actions as Assignee, in its reasonable discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Transferred Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Transferred Assets, including without limitation, filing assignment documents in recordable form with any and all government agencies.

3. Assignor hereby authorizes and requests the U.S. Patents and Trademark Office and any corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Transferred Assets.


4. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands having fully read the above and fully understanding the contents and/or provisions thereof.

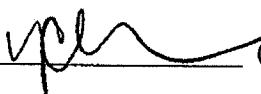
**PENGUIN BRANDS, Inc.**

By:   
Name: Jon Reichlin  
Title: President and Chairman

COMMONWEALTH  
OF PENNSYLVANIA )  
COUNTY OF Philadelphia ) SS.

On this 26<sup>th</sup> day of June, 2013 there appeared before me Jon Reichlin, personally known to me, who acknowledged that he or she signed the foregoing Assignment Agreement as his or her voluntary act and deed on behalf and with full authority of **PENGUIN BRANDS, INC.**

WITNESS my hand and official seal.

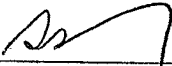
Signature  (Seal)

My ~~commission expires~~

NOTARIAL SEAL YOON C LEE Notary Public PHILADELPHIA CITY, PHILADELPHIA CNTY My Commission Expires Jun 29, 2014
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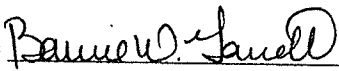
IMPLUS FOOTCARE, LLC

By:   
Name: Seth Richards  
Title: CEO

STATE OF NORTH CAROLINA )  
 ) SS.  
COUNTY OF Durham )

On this 28<sup>th</sup> day of June, 2013 there appeared before me Seth Richards, personally known to me, who acknowledged that he or she signed the foregoing Assignment Agreement as his or her voluntary act and deed on behalf and with full authority of **IMPLUS FOOTCARE, LLC**

WITNESS my hand and official seal.

Signature  (Seal) My commission expires 11/05/17



**EXHIBIT A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademarks**

1. **United States Trademarks**

A. **Trademark Registrations**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
"PENGUIN"	3,812,369	07/06/2010
"PENGUIN"	3,754,789	03/02/2010
"PENGUIN" [and Penguin Design] 	3,118,692	07/25/2006
"FRESH TWIST"	2,981,774	08/02/2005
"PRO ARC ADAPTABLE REPLACEMENT CLEATS" [and Oval Design] 	2,558,893	04/09/2002
"TECTRON"	1,386,413	03/18/1986



2. **International Trademarks**

A. **Trademark Registrations**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Australia	"PENGUIN"	1140942	10/16/2006
Canada	"PENGUIN"	745949	8/24/2009
European Union	"PENGUIN"	005369641	09/10/2007
European Union	"PENGUIN" Logo	000009290	10/20/1998
New Zealand	"PENGUIN"	757143	07/12/2007
South Korea	"PENGUIN"	4006806670000	10/04/2006

B. **Pending Trademark Applications**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
Japan	"PENGUIN"	2005-044954	5/23/2005
Japan	"PENGUIN"	2005-076778	8/27/2005