

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Massif Mountain Gear Company LLC		08/29/2014	LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	Samtech, LLC		
Street Address:	3700 S BROADWAY		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90007		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	86193109	CORE FR	
Serial Number:	85521568	MASSIF	
Serial Number:	85361012	MASSIF	
Serial Number:	85378440	FLAMESTRETCH	
Registration Number:	4099124	HOTJOHNS	
Registration Number:	4415269	MASSIF	
Registration Number:	4412338	MASSIF	
Registration Number:	3977854	MASSIF	
Registration Number:	3989272	MASSIF	
Registration Number:	3989273	MASSIF	
Registration Number:	3570732	HALO	
Registration Number:	3381129	MASSIF	
Registration Number:	3421779	MASSIF	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	310.553.3610		
Email:	nshabani@greenbergglusker.com		
TRADEMARK			

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Correspondent Name: Natasha Shabani
Address Line 1: 1900 Avenue of the Stars, 21st Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 55021.00002

NAME OF SUBMITTER: Natasha Shabani

SIGNATURE: /natashashabani/

DATE SIGNED: 09/02/2014

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into on August 29, 2014 (“**Effective Date**”), by and between Massif Mountain Gear Company, L.L.C., an Oregon limited liability company, (“**Assignor**”), and Samtech, LLC, a California limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 20, 2014, by and between Assignor and Assignee (“**Purchase Agreement**”) (all capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement and as a condition to Closing thereunder, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the entire right, title and interest in and to the registered trademarks described on Schedule A attached hereto, and all other trademarks that are owned by Assignor which are used in or otherwise related to the Business, together with the goodwill associated with any of the foregoing (the “**Trademarks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Effective as of the Closing, Assignor hereby irrevocably sells, assigns, transfers, and relinquishes to Assignee, its successors, assigns, and legal representatives, and Assignee hereby accepts from Assignor, the entire right, title, and interest in and to the Trademarks for the United States and all foreign countries, whether or not trademark registration is secured, including, without limitation, all registrations and applications of any of the foregoing, any renewals and extensions of any of the foregoing, in the United States and elsewhere, and any associated goodwill based on or related to any of the foregoing, and together with all (i) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current or future infringements or misappropriations of the Trademarks or injury to the goodwill associated with the Trademarks or registrations or applications thereof); (ii) choses in action and rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Trademarks; and (iii) corresponding rights that, now or hereafter, that may be secured throughout the world with respect to the Trademarks.

Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Trademarks.

Assignor shall take all further actions, and provide to Assignee, Assignee’s successors, assigns or other legal representatives at Assignee’s sole cost and expense, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Agreement, including, without limitation, with respect to: (1) the preparation and prosecution of any applications for

registration, or any applications for renewal, relating to the rights assigned herein; (2) the prosecution or defense of any United States Patent and Trademark Office proceedings, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks or this Agreement; (3) obtaining any additional trademark protection relating to the rights assigned herein that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

Notwithstanding anything to the contrary contained herein, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the respective agreements, terms, conditions, limitations, representations, warranties, and obligations contained in the Purchase Agreement and the Sale Order or the survival thereof. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their respective assigns, transferees and successors.

This Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

[Signature pages follow]

ASSIGNEE:

SAMTECH, LLC

By: 

Name: William Tenenblatt

Title: Manager

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005355 FRAME: 0368

SCHEDULE A

A. Trademark Registrations And Applications

CORE FR	U.S. Federal	86193109	13-Feb-2014			9	Pending Intent to Use	Seller
MASSIF	U.S. Federal	85521568	20-Jan-2012			25	Pending Intent to Use	Seller
MASSIF	U.S. Federal	85361012	30-Jun-2011			14,18	Pending Intent to Use	Seller
FLAMESTRETC H	U.S. Federal	85378440	22-Jul-2011	4099123	14-Feb-2012	9	Registered	Seller
FRACKWEAR & Design	U.S. Federal	86042097	19-Aug-2013			9	Pending	Seller
HOTJOHNS	U.S. Federal	85378454	22-Jul-2011	4099124	14-Feb-2012	9	Registered	Seller
MASSIF [LOGO]	U.S. Federal	85368084	11-Jul-2011	4415269	8-Oct-2013	25	Registered	Seller
MASSIF	U.S. Federal	85979887	30-Jun-2011	4412338	1-Oct-2013	25	Registered	Seller
MASSIF	U.S. Federal	85170069	5-Nov-2010	3977854	14-Jun-2011	25	Registered	Seller
MASSIF [LOGO]	U.S. Federal	85170079	5-Nov-2010	3989272	5-Jul-2011	9	Registered	Seller
MASSIF [LOGO]	U.S. Federal	85170089	5-Nov-2010	3989273	5-Jul-2011	25	Registered	Seller
HALO	U.S. Federal	77411592	3-Mar-2008	3570732	3-Feb-2009	24	Registered	Seller
MASSIF	U.S. Federal	77205383	13-Jun-2007	3381129	12-Feb-2008	9	Registered	Seller
MASSIF	U.S. Federal	77205367	13-Jun-2007	3421779	6-May-2008	24	Registered	Seller
FRACKWEAR & Design	Canada	1649251	24-Oct-2013			9,25	Pending	Seller
MASSIF	Canada	1565629	23-Feb-2012			9,14,18,24,25,35	Pending	Seller
MASSIF Design	Canada	1565630	23-Feb-2012			9,25,35,40	Pending	Seller
MASSIF	Canada	1375275	7-Dec-2007	TMA805186	25-Aug-2011	9,25	Registered	Seller
MASSIF	Mexico	900623	6-Dec-2007	1041076	26-May-2008	9	Registered	Seller
MASSIF	Mexico	900624	6-Dec-2007	1068775	27-Oct-2008	9	Registered	Seller
MASSIF	Germany	302012027588.5	27-Apr-2012	302012027588	2-Oct-2012	9,18,24,25	Registered; Opposition Filed 28-Mar-2013	Seller
MASSIF	China	A0024472	3-May-2012	1079361	3-May-2012		Registered	Seller
MASSIF	Germany	302012027587.7	27-Apr-2012	302012027587	6-Nov-2012	9,18,24,25	Registered; Opposition	Seller

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								Filed 26-Apr-2013	
MASSIF	Russian Federation	2007738199	13-Jun-2007	375885	30-Mar-2009			Registered	Seller
MASSIF	Community Trademarks	10339596	13-Oct-2011			9		Pending / Opposed	Seller
MASSIF	Community Trademarks	6092704	11-Jul-2007			24,25		Pending / Opposed	Seller
MASSIF	China	6428652	10-Dec-2007	6428652	28-Mar-2010	9		Registered	Seller
MASSIF	China	6428633	10-Dec-2007	6428633	21-May-2010	24		Registered	Seller
MASSIF	Japan	2007-121992	7-Dec-2007	5165518	12-Sep-2008	9		Registered	Seller
MASSIF	Australia	1453162	7-Oct-2011	1453162	7-Oct-2011	14,18,25		Registered	Seller
MASSIF	International Register			1079361	3-May-2011	25		Registered	Seller
MASSIF	International Register			1080571	3-May-2011	25		Registered	Seller

B. Unregistered Trademarks

FABRIC	CLOTHING
Battleshield fabric	Elements jackets and pants
Battleshield X fabric	Fire & Ice layering system
Battleskin fabric	Massif Prime pants
Blaze fabric	Massif Prime X pants
Breeze fabric	Fastline tops and bottoms
Cool Knit fabric	Coil bottoms
Elements fabric	Radial headwear
Elements Lite fabric	
Helium fabric	
HotJohns fabric	
Flamestretch fabric	

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