

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323530

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|---|--|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Great Outdoors Provision Co. D/B/A. Layers, Inc. | | 11/17/2014 | CORPORATION: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | W. L. Gore & Associates, Inc. | | |
| Street Address: | 555 Paper Mill Road | | |
| City: | Newark | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19711 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2004136 | THERMION | |
| 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: | 302-738-4880 | | |
| Email: | bknowles@wlgore.com | | |
| Correspondent Name: | Rebecca Knowles | | |
| Address Line 1: | 551 Paper Mill Road | | |
| Address Line 4: | Newark, DELAWARE 19711 | | |
| ATTORNEY DOCKET NUMBER: | THERMION | | |
| NAME OF SUBMITTER: | Rebecca J Knowles | | |
| SIGNATURE: | /rebecca j knowles/ | | |
| DATE SIGNED: | 11/18/2014 | | |
| Total Attachments: 3 | | | |
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| source=THERMION Agreement#page2.tif | | | |
| source=THERMION Executed Assignment#page1.tif | | | |

CH \$40.00 2004136

AGREEMENT

This Agreement is between Great Outdoors Provision, Co. D/B/A Layers, Inc., with a place of business at 2017 Cameron Street, Raleigh, NC 27605, and its principles Thomas Valone, of 1517 Caswell Street, Raleigh, NC 27608, and Donald Millsaps, of 4726 Rembert Drive, Raleigh, NC 27612 (collectively "Great Outdoors"), and W.L. Gore & Associates, Inc., with its principle place of business at 555 Paper Mill Road, Newark, DE 19711 ("Gore").

WHEREAS, Great Outdoors is the sole and exclusive owner of the trademark THERMION for certain clothing products registered in the United States in International Class 25 ("the Mark"), the registration of which is attached as Appendix A; and

WHEREAS, Gore desires to acquire the Mark, any and all registrations of the mark, and all associated goodwill;

For good and valuable consideration, the sufficiency and receipt of which is acknowledged, IT IS HEREBY AGREED:

1. Gore will pay to Great Outdoors the sum of \$5,000 US as full and complete consideration hereunder via check payable to "Great Outdoors Provision Co."
2. Great Outdoors will transfer to Gore the Mark, all associated goodwill, and all associated registrations, including without limitation the following registration:

| Mark | Country | Registration No. |
|----------|---------------|------------------|
| THERMION | United States | 2,004,136 |

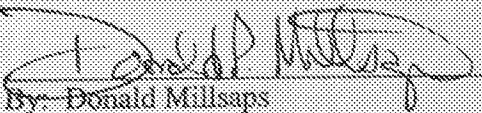
3. Great Outdoors will execute an Assignment document in the form attached as Appendix B and return it promptly to Gore. Great Outdoors further agrees to execute any further documents and provide any other cooperation that reasonably may be required to effectuate such transfer, to record such transfer, or to assist Gore in securing, maintaining, or enforcing its rights to the Mark.
4. Great Outdoors understands that Gore has registrations and pending applications for its own marks in, inter alia, International Class 25, and acknowledges that Gore may opt not to use the Mark or maintain registration of the Mark.
5. Great Outdoors Provision, Co. D/B/A Layers, Inc., Thomas Valone, and Donald Millsaps represent that they collectively hold all right, title, and interest in the Mark and that the Mark, its registration, and all associated goodwill are unencumbered by any right, claim, interest, or contingent interest by any other person or entity who is not a party to this Agreement.
6. Each of the undersigned represents that he or she is fully authorized and empowered to execute this Agreement and commit to the obligations hereunder.

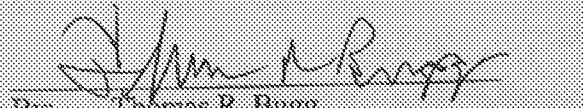
7. This Agreement may be executed in one or more counterparts, and each by facsimile or by PDF e-mail attachment, each of which shall be deemed an original, and all of which together shall constitute the same instrument.
8. This Agreement represents the full and complete understanding between the parties with regard to the subject matter of this Agreement, and supersedes any previous written or oral agreement or understanding between the parties. Any change or modification of this Agreement must be in a writing signed by all of the undersigned parties.

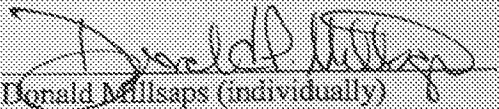
It is hereby agreed as of the last date set forth below:


ASSIGNOR
Great Outdoor Provision Co. D/B/A Layers, Inc.

ASSIGNEE
W. L. Gore & Associates, Inc.


By: Donald Millsaps
Title: President
Date: 11/17/14


By: Thomas R. Bugg
Title: Global Fabrics Division Brand Leader
Date: 31 Oct 2014


Donald Millsaps (individually)
Date: 11/17/14


Thomas Valone (individually)
Date: 11/17/14

ASSIGNMENT

WHEREAS, Great Outdoors Provision, Co. D/B/A Layers, Inc. is the sole and exclusive owner of the following intellectual property:

| Mark | Country | Registration No. |
|----------|---------------|------------------|
| THERMION | United States | 2,004,136 |

WHEREAS, W. L. Gore & Associates, Inc. located and doing business at 555 Paper Mill Road, Newark, Delaware, U.S.A. is desirous of acquiring the above registration;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Great Outdoors Provision Co. D/B/A Layers, Inc. does hereby assign unto W. L. Gore & Associates, Inc. all right, title and interest in and to the above registration, together with the good will of the business connected with the use of and symbolized by the marks.

ASSIGNOR

Great Outdoor Provision Co. D/B/A Layers, Inc.

By: ~~Charles Millsaps~~ *Donald Millsaps*
 Title: ~~President~~ *President*
 Date: 11/4/2014

County of Wake)
) ss:
 State of North Carolina)

Subscribed and sworn to before me
 this 4th day of November, 2014
Candice M. McDowell
 Notary Public
 Commission Expires 7/8/16

ASSIGNEE

W. L. Gore & Associates, Inc.

Thomas R. Bugg
 By: Thomas R. Bugg
 Title: Global Fabrics Division Brand Leader
 Date: 3 Nov 2014

County of Cecil)
) ss:
 State of Maryland)

Subscribed and sworn to before me
 this 3rd day of November, 2014
Joseph Yates
 Notary Public
 Commission Expires

JOSEPHINE J. YATES
 NOTARY PUBLIC
 CECIL COUNTY
 MARYLAND
 MY COMMISSION EXPIRES AUGUST 4, 2018

