

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344341

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Eastern Mountain Sports LLC (successor by conversion to Eastern Mountain Sports, Inc., a Delaware corporation)		10/01/2014	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Vestis IP Holdings, LLC
<b>Street Address:</b>	2929 Arch Street
<b>Internal Address:</b>	Suite 1800
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19104-7324
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
<b>Registration Number:</b>	1398955	EASTERN MOUNTAIN SPORTS
<b>Registration Number:</b>	1996475	EASTERN MOUNTAIN SPORTS
<b>Registration Number:</b>	3011752	EASTERN MOUNTAIN SPORTS
<b>Registration Number:</b>	2065313	EMS
<b>Registration Number:</b>	2117180	EMS
<b>Registration Number:</b>	2952447	EMS
<b>Registration Number:</b>	1010768	EMS
<b>Registration Number:</b>	3514259	ESTRN MNTN SPRTS
<b>Registration Number:</b>	3901911	NOR'EASTER POWERED BY EASTERN MOUNTAIN S
<b>Registration Number:</b>	3901910	NOR'EASTER POWERED BY EASTERN MOUNTAIN S
<b>Registration Number:</b>	3510068	ESTRN MNTN SPRTS EASTERN MOUNTAIN SPORTS
<b>Registration Number:</b>	2952448	
<b>Registration Number:</b>	2832531	TECHWICK
<b>Registration Number:</b>	4711960	TECHWICK
<b>Registration Number:</b>	4736821	EASTERN MOUNTAIN SPORTS
<b>Serial Number:</b>	86002457	EASTERN MOUNTAIN SPORTS

OP \$415.00 1398955

**CORRESPONDENCE DATA****Fax Number:** 2029567069

*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:** (202) 956-7685**Email:** carrierr@sullcrom.com, nguyenb@sullcrom.com**Correspondent Name:** Rita M. Carrier**Address Line 1:** 1700 New York Avenue, N.W., Suite 700**Address Line 2:** Sullivan & Cromwell LLP**Address Line 4:** Washington, D.C. 20006-5215

<b>ATTORNEY DOCKET NUMBER:</b>	019588.00033 (RMC)
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<b>NAME OF SUBMITTER:</b>	Rita M. Carrier
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<b>SIGNATURE:</b>	/Rita M. Carrier/
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<b>DATE SIGNED:</b>	06/11/2015
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is entered into as of <sup>October</sup> ~~September~~ 1, 2014 (the "Effective Date") by and between Eastern Mountain Sports LLC, a Delaware limited liability company, having an office at 160 Corporate Court, Meriden, CT 06450 ("Assignor") and Vestis IP Holdings, LLC, a Delaware limited liability company, having an office at 2929 Arch Street, Suite 1800, Philadelphia, PA 19104-7324 ("Assignee") (Assignor and Assignee, each a "Party" and collectively, the "Parties").

WHEREAS, Assignor desires to transfer to Assignee and Assignee desires to receive from Assignor the Transferred Intellectual Property (as defined herein), subject to the terms and conditions set forth herein;

WHEREAS, concurrently with this Agreement, the Parties are entering into an Intellectual Property License Agreement, dated on or about the Effective Date, pursuant to which Assignee grants a non-exclusive license to Assignor under certain Intellectual Property (as defined therein), subject to the terms and conditions set forth therein (the "License Agreement").

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained herein and in the License Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

### 1. Definitions.

"Intellectual Property" means all United States and foreign: (a) inventions and discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, all patents (including utility and design patents, industrial designs and utility models), registrations, invention disclosures and applications therefor, including divisions, revisions, supplementary protection certificates, continuations, continuations-in-part and renewals, extensions, reissues and re-examinations thereof; (b) trademarks, service marks, trade dress, logos, brand names, and other indicia of origin, and all registrations of and applications to register the foregoing, and all goodwill associated with and symbolized by the foregoing; (c) published and unpublished works of authorship, whether copyrightable or not (including software, databases and other compilations of information), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; (d) internet domain names; and (e) trade secrets and other intellectual property rights in proprietary information, know-how, data and databases (including ideas, know-how, drawings, designs, technology, manufacturing, production and other processes and techniques, schematics, engineering notebooks, business methods, customer lists and supplier lists).

"Person" means an individual, a corporation, a partnership, a limited liability company, a trust, or an unincorporated association.

"Subsidiary" means, with respect to any Person, any other Person that is directly or indirectly controlled by the first Person. As used in this definition, "control" means, when used with

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respect to any Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

2. Assignment. Assignor hereby sells, assigns and transfers, and hereby causes its Subsidiaries to sell, assign and transfer, to Assignee all right, title and interest in and to (a) all Intellectual Property owned by Assignor or any of its Subsidiaries as of the Effective Date or at any time thereafter, including the Intellectual Property set forth on Exhibit A hereto, (b) all international, regional, federal, state, local, statutory and common law and other rights in or to any of the Intellectual Property described in the foregoing subsection (a) and the goodwill of the business connected with the use thereof and symbolized thereby, (c) all claims, causes of action and enforcement rights of any kind, and all rights to sue for past, present or future infringement of any of the Intellectual Property described in the foregoing subsection (a), and all rights to collect and retain any damages, costs, profits, injunctive relief, royalties, license fees or other amounts with respect to such Intellectual Property, and (d) all rights (but no obligation) to apply for, file, register, maintain, prosecute, extend, renew, enforce, license and otherwise exploit in any or all countries of the world any of the Intellectual Property described in the foregoing subsection (a), (b), (c), and (d), collectively, the "Transferred Intellectual Property"), in each case, without any requirement for Assignee to seek or obtain any consent or other approval from or otherwise inform Assignor or any of its Subsidiaries.

3. Payment. Assignee shall pay to Assignor \$1,000.00 within thirty (30) days after the Effective Date.

4. Deliverables; Further Assurances.

(a) Upon request by Assignee, Assignor shall promptly deliver to Assignee the prosecution files, assignments, filings, disclosures, proof of maintenance fee payments, docketing reports and all other files and documents relating to any Transferred Intellectual Property, including copies of all agreements that include any license, covenant not to sue or other right or obligation with respect to any Transferred Intellectual Property.

(b) Assignor shall, upon Assignee's request, execute and deliver to Assignee any other documents and materials, and take any further actions, that are necessary to give effect to the transactions provided for in this Agreement.

5. Recording. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office or any foreign equivalent thereto to record this Assignment.

6. Entire Agreement. This Agreement, together with the License Agreement, contains the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

7. Governing Law. The Laws of the State of Delaware, without giving effect to principles of conflict of Laws, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of

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which shall be deemed an original, and all of which shall constitute one and the same Agreement. Copies of executed counterparts transmitted by facsimile, email or other electronic transmission shall be considered original executed counterparts, provided that receipt of copies of such counterparts is confirmed.

9. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, (a) the remainder of this Agreement, or application of that provision to any Persons or circumstances, or in any jurisdiction, other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law and (b) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

10. Interpretation. The words "hereof", "herein", and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The heading references herein (including Exhibits hereto) are for convenience purposes only, and shall not be deemed to limit or affect any of the provisions hereof. Wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation."

11. Amendment; Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default in the performance hereof shall not be deemed to constitute a waiver of any other default or any succeeding breach or default. The failure of any Party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.

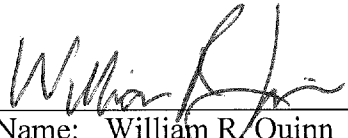
*[signature page follows]*

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the Effective Date.

**ASSIGNOR:**

EASTERN MOUNTAIN SPORTS LLC

By   
Name: William R. Quinn  
Title: Authorized Person

**ASSIGNEE:**

VESTIS IP HOLDINGS, LLC

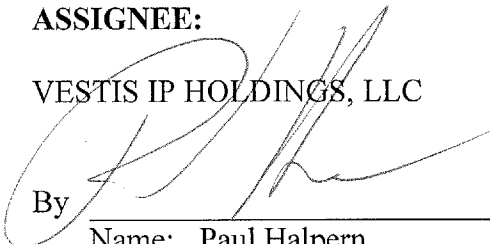
By   
Name: Paul Halpern  
Title: Authorized Person

EXHIBIT A

List of Transferred Intellectual Property

**US Trademarks**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EASTERN MOUNTAIN SPORTS	1,398,955	June 24, 1986	June 24, 2016
EASTERN MOUNTAIN SPORTS	1,996,475	August 27, 1996	August 27, 2016
EASTERN MOUNTAIN SPORTS & Design of Mountain and Sun	3,011,752	November 1, 2005	November 1, 2015
EMS	2,065,313	May 27, 1997	May 27, 2017
EMS	2,117,180	December 2, 1997	December 2, 2017
EMS & Design of Mountain and Sun	2,952,447	May 17, 2005	May 17, 2015
EMS & Ice Axe Design	1,010,768	May 13, 1975	May 13, 2015
estrn mntn sprts & Design	3,514,259	October 7, 2008	October 7, 2018
NOR'EASTER	3901911	January 4, 2017	January 4, 2017
NOR'EASTER	3901910	January 4, 2017	January 4, 2017
estrn mntn sprts EASTERN MOUNTAIN SPORTS	3,510,068	September 30, 2008	September 30, 2018
Mountain & Sun Logo	2,952,448	May 17, 2005	May 17, 2015
TECHWICK	2,832,531	April 13, 2004	April 13, 2024
TECHWICK	3,015,917	November 15, 2005	November 15, 2015
WATERSLIDE	3,015,996	November 15, 2005	November 15, 2015
WE MAKE WEATHER NERVOUS	3,228,322	April 10, 2007	April 10, 2017

**International Trademark**

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
EASTERN MOUNTAIN SPORTS	Canada	488,847	January 30, 1998	January 30, 1998
EMS	Canada	502,936	October 26, 1998	October 26, 2013
BERGELENE	Hong Kong	2775/1996	September 1, 1994	September 1, 2015

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
EASTERN MOUNTAIN SPORTS	Hong Kong	4851/1996	August 1, 1994	August 1, 2015
EMS	Hong Kong	10811/1996	August 1, 1994	August 1, 2015
EASTERN MOUNTAIN SPORTS	Japan	3,235,223	December 25, 1996	December 25, 2016
EASTERN MOUNTAIN SPORTS	Japan	3,268,623	March 12, 1997	March 12, 2017
EASTERN MOUNTAIN SPORTS	Japan	3,268,679	March 12, 1997	March 12, 2017
EASTERN MOUNTAIN SPORTS	Japan	3,316,730	May 30, 1997	May 30, 2017
EMS	Japan	4,157,315	June 19, 1998	June 19, 2018
BERGELENE	Korea	347,496	September 25, 1996	September 25, 2016
EASTERN MOUNTAIN SPORTS	Korea	331,083	January 11, 1996	January 11, 2016
EASTERN MOUNTAIN SPORTS	Korea	336,845	April 9, 1996	April 9, 2016
EASTERN MOUNTAIN SPORTS	Korea	343,613	July 24, 1996	July 24, 2016
EASTERN MOUNTAIN SPORTS	Korea	343,614	July 24, 1996	July 24, 2016
EMS	Korea	331,084	January 11, 1996	January 11, 2016
EMS	Korea	334,829	March 8, 1996	March 8, 2016
EMS	Korea	336,844	April 9, 1996	April 9, 2016
EMS	Korea	350,857	November 29, 1996	November 29, 2016
BERGELENE	Taiwan	686,457	August 1, 1995	August 1, 2015
EASTERN MOUNTAIN SPORTS	Taiwan	684,965	July 16, 1995	July 16, 2015
EMS	Taiwan	684,964	July 16, 1995	July 16, 2015

### **Patents**

<b>Patent</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
Combination backpack and hydration pack	6,422,439	July 23, 2002	February 8, 2021

### **Copyrights**



<b>Name</b>	<b>Full Title</b>	<b>Copyright Number</b>	<b>Date</b>
Eastern Mountain Sports, Inc. Ziegler, Katy	Ski touring guide to New England/edited by Katey Ziegler	TX0000454201	1979
Eastern Mountain Sports, Inc.	[Eastern Mountain Sports' B L T flyer]	TX0000830578	1981
Eastern Mountain Sports, Inc. Furst, Roger	EMS: Catalog/Eastern Mountain Sports, Inc.; editor, Roger Furst...et al.	CSN0016156	1979
Eastern Mountain Sports, Inc. Furst, Roger	EMS: Catalog/Eastern Mountain Sports, Inc.; editor, Roger Furst...et al.	CSN0020688	1979
Eastern Mountain Sports, Inc. Furst, Roger	EMS: Catalog/Eastern Mountain Sports, Inc.; editor, Roger Furst...et al.	CSN0016156	1978
Eastern Mountain Sports, Inc. EMS	EMS: Catalog/Eastern Mountain Sports, Inc.; [written by the people at EMS]	CSN0020688	1982
Eastern Mountain Sports, Inc. EMS	EMS: Catalog/Eastern Mountain Sports, Inc.; [written by the people at EMS]	CSN0020688	1981
Eastern Mountain Sports, Inc. EMS	EMS: Catalog/Eastern Mountain Sports, Inc.; [written by the people at EMS]	CSN0020688	1980
Eastern Mountain Sports, Inc. EMS Acquisition Corporation [Vestis Retail Financing LLC]	EMS: Catalog (spring-summer 1978) & 14 other titles*	V3520D651	2005
Eastern Mountain Sports, Inc.	The EMS holiday gift guide: \$5 discount coupon inside	TX0000813912	1981
Eastern Mountain Sports, Inc.	The EMS holiday gift guide: our most popular parka and no wonder!	TX0000813911	1981

\*Titles listed in V3520D651

<b>Title</b>	<b>Copyright Number</b>
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EMS: catalog (spring-summer 1978)	TX 202-011
EMS: catalog (fall 1978)	TX 203-825
EMS: catalog (spring-summer 1979)	TX 302-579
EMS: catalog (fall-winter 1979)	TX 302-332
EMS: catalog (spring-summer 1980)	TX 431-665
EMS: catalog (fall-winter 1980-81)	TX 555-951
EMS: catalog (winter 1980-81)	TX 543-951
EMS: catalog (winter 1980-81)	TX 546-313
EMS: catalog (fall 1981)	TX 809-731
EMS: catalog (spring-summer 1982)	TX 874-323
EMS: catalog (summer 1982)	TX 928-371
Eastern Mountain Sports' BLT flyer	TX 830-578
Ski touring guide to New England	TX 454-201
The EMS holiday gift guide: our most popular parka and no wonder!	TX 813-911
The EMS holdiaiy [(sic)] gift guide: \$5 discount coupon inside	TX 813-912