

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dan Post Boot Company		03/10/2016	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	McRae Industries, Inc.		
Street Address:	400 N. Main Street		
City:	Mt. Gilead		
State/Country:	NORTH CAROLINA		
Postal Code:	27306		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86695109	MCRAE BOOTS OWN THE GROUND	
CORRESPONDENCE DATA			
Fax Number:	7043533148		
<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:	704-331-7448		
Email:	amanda.bryan@klgates.com		
Correspondent Name:	Amanda K. Bryan		
Address Line 1:	214 North Tryon Street, 47th Floor		
Address Line 2:	K&L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2801386.01076		
NAME OF SUBMITTER:	Amanda K. Bryan		
SIGNATURE:	/Amanda K. Bryan/		
DATE SIGNED:	03/10/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of March 10, 2016, is made by Dan Post Boot Company ("**Assignor**"), a Tennessee corporation, in favor of McRae Industries, Inc. ("**Assignee**"), a Delaware corporation.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registrations and applications listed on Schedule 1 hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing. Assignor has provided Assignee with true and

complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.

(b) Assignor owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.

(c) No person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the Assigned Trademarks.

4. Disclaimers. Except as expressly provided herein, Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register or enforce the Assigned Trademarks.

5. General.

(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

DAN POST BOOT COMPANY

By D. Gary McRae

Name: D. Gary McRae

Title: President

SCHEDULE 1

ASSIGNED TRADEMARKS

MARK	US TRADEMARK APPLICATION NO.	APPLICATION DATE
MCRAE BOOTS OWN THE GROUND	86/695,109	07/16/2015