OP \$40.00 4654612

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM378152

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Todd Poquette		03/25/2016	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Yooper Shirts, LLC	
Street Address:	308 Cleveland Avenue, Suite 104	
City:	Ishpeming	
State/Country:	MICHIGAN	
Postal Code:	49849	
Entity Type:	Limited Liability Company: MICHIGAN	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4654612	906

CORRESPONDENCE DATA

Fax Number: 9062250818

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: 906-225-1000
Email: gws@bcma.net
Correspondent Name: Glenn W. Smith
Address Line 1: 122 W. Bluff Street

Address Line 4: Marquette, MICHIGAN 49855

ATTORNEY DOCKET NUMBER:	119069.29
NAME OF SUBMITTER:	Glenn W. Smith
SIGNATURE:	/Glenn W. Smith/
DATE SIGNED:	03/28/2016

Total Attachments: 3

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> TRADEMARK REEL: 005758 FRAME: 0785

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ASSIGNMENT OF TRADEMARK

USPTO Registration No.: 4654612

THIS ASSIGNMENT OF TRADEMARK (this "Assignment") is made effective on this 25th day of March, 2016, by Todd Poquette, a United States individual, residing at 51 Linda Street, Marquette, Michigan 49855, ("Assignor"), to Yooper Shirts, LLC, a Limited Liability Company, organized under the laws of the state of Michigan, having its principal office at 308 Cleveland Avenue, Suite 104, Ishpeming, Michigan 49849 ("Assignee").

RECITALS

- A. Assignor is entering into an Intellectual Property Agreement (the "IP Agreement"), with the Assignee, contemporaneously with the execution of this Assignment.
- B. Assignee will cause a certain cancellation procedure no. 92063167 to be dismissed, contemporaneously with the execution of this Assignment
- C. Assignor warrants that he owns all rights, title, goodwill, and interest in the Mark and Assignor desires to assign all his rights, title, goodwill, and interest in and to the Mark to Assignee ("All Rights in the Mark").
- D. Assignee desires to accept Assignment of All Rights in the Mark, including the following:
 - 1. U.S. trademark registration no. 4654612;
 - U.S. trade dress associated with the Mark;
 - 3. All the goodwill associated with the use of the Mark; and
 - 4. All other rights, including common-law rights, relating to the Mark to the extent such rights exist.

TRADEMARK REEL: 005758 FRAME: 0786 Now, therefore, for good and valuable consideration, receipt of which is acknowledged, Assignor does now sell, assign, set over and transfer to Assignee All Rights in the Mark and the goodwill associated with the Mark. The rights of Assignee at common law and to the end of the term or terms of which registration of the Mark may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; including all claims for royalties for licensing of the Mark and damages by reason of past infringements of the Mark, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.

Furthermore, Assignor will, if necessary, execute such additional documents as are necessary to defend, register, or otherwise give full effect to and perfect the rights of Assignee to the Mark; and take such further actions as Assignee may reasonably request in order to register and record this Assignment at the appropriate registries to demonstrate Assignee's title to the Mark. This Assignment shall be binding upon the successors and assigns of Assignor and Assignee. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the state of Michigan, without regard to its conflict of laws principles. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

The parties have executed this Assignment of Trademark at Marquette, Michigan, the day and year first set forth above.

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ASSIGNOR: Todd Poquette, Individually, and as an Authorized Agent of Range Area Mountain Bike Chib d/b/a 906 Adventure Team

3/25/2016

Todd Poquette, Individually, and as an Authorized Agent

ASSIGNEE: Yooper Shirts, LLC

By: Jeremy Symons

Its: Member, Owner, and Authorized Agent

Subscribed and sworn to before me on this
25th day of March , 2016,

Kathryn L. Benson, Notary Public Acting in the County of Marquette

State of Michigan

My commission expires: April 12, 2018