

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391323

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The University of Wisconsin System Board of Regents		07/08/2016	State Agency: WISCONSIN
RECEIVING PARTY DATA			
Name:	Badger Max, Inc.		
Street Address:	1211 Dahlia Lane		
City:	Grafton		
State/Country:	WISCONSIN		
Postal Code:	53024		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4110234	BADGER MAX	
Registration Number:	4197491	BADGER MAX	
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>			
Email:	docketing@gklaw.com, jgregor@gklaw.com		
Correspondent Name:	Jennifer L. Gregor		
Address Line 1:	833 East Michigan Street, Suite 1800		
Address Line 4:	Milwaukee, WISCONSIN 53202-5615		
NAME OF SUBMITTER:	Jennifer L. Gregor		
SIGNATURE:	/Jennifer L. Gregor/		
DATE SIGNED:	07/13/2016		
Total Attachments: 1			
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Trademark Assignment

WHEREAS, The University of Wisconsin System Board of Regents, ("Assignor"), currently owns all right, title, and interest in the BADGER MAX trademarks for water, bottled water, sports drinks, energy drinks, and sports related equipment and accessories, including but not limited to United States Trademark Registration Numbers 4,110,234 and 4,197,491, any related common law rights, and including the goodwill associated therewith (the "Trademarks");

WHEREAS, Badger Max, Inc., a Wisconsin corporation, ("Assignee"), was the original owner of the Trademarks and has been licensing the Trademarks from Assignor, but the parties now desire to transfer and assign the Trademarks back to Assignee; and

WHEREAS, Assignor has agreed to transfer all right, title, and interest in the Trademarks to Assignee, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, in return for Assignee's agreement to terminate the existing trademark licensing agreement administered by the Collegiate Licensing Corporation on behalf of Assignor effective upon the date of the last signature on this Trademark Assignment, Assignor hereby sells, assigns, and transfers to Assignee all right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

Assignor acknowledges and agrees that Assignee has the right to obtain additional registrations of the Trademarks to reflect the goods and services provided by Assignee under the Trademarks.

Each party warrants and represents that the signatory below has the requisite authority to execute this Agreement, and that the execution and performance of this Agreement has been duly authorized by the parties hereto.

**The University of Wisconsin System
Board of Regents (Assignor)**

By: Michael Lehman
Name: Michael Lehman
Title: Interim Vice Chancellor Finance & Administration
Date: July 8, 2016

Badger Max, Inc. (Assignee)

By: Andrew Berns
Name: Andrew Berns
Title: President / CEO Badger Max Inc.
Date: 7/12/16

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