

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415452

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Inaria International Inc.		10/09/2012	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bauer Sweep Acquisition Canada Inc.		
<b>Street Address:</b>	199 Bay Street		
<b>Internal Address:</b>	Suite 5300		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5L 1B9		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76456367	INARIA	
<b>Serial Number:</b>	85362856		
<b>Serial Number:</b>	85362860	INARIA	
<b>Serial Number:</b>	85362863	INARIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2077911350		
<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>			
<b>Phone:</b>	207-791-1100		
<b>Email:</b>	trademark@pierceatwood.com		
<b>Correspondent Name:</b>	Pierce Atwood LLP		
<b>Address Line 1:</b>	254 Commercial Street		
<b>Address Line 4:</b>	Portland, MAINE 04101		
<b>ATTORNEY DOCKET NUMBER:</b>	32378/2000		
<b>NAME OF SUBMITTER:</b>	Jonathan M. Gelchinsky		
<b>SIGNATURE:</b>	/Jonathan M. Gelchinsky/		
<b>DATE SIGNED:</b>	02/08/2017		
<b>Total Attachments: 10</b>			

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**INARIA INTERNATIONAL INC.**  
as Vendor

and

**BAUER SWEEP ACQUISITION CANADA INC.**  
as Purchaser

and

**MASSIMO DENTE AND SAVERIO MICHIELLI**  
as Shareholders

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**ASSET PURCHASE AGREEMENT**

October 9, 2012

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## ASSET PURCHASE AGREEMENT

Asset Purchase Agreement dated October 9, 2012 by and among Bauer Sweep Acquisition Canada Inc. (the "**Purchaser**"), Inaria International Inc. (the "**Vendor**") and Massimo Dente and Saverio Michielli (the "**Shareholders**").

### ARTICLE 1 INTERPRETATION

#### Section 1.1 Defined Terms

The defined terms used in this Agreement have the meaning specified in Appendix A.

#### Section 1.2 Gender and Number.

Any reference in this Agreement or any Ancillary Agreement to gender includes all genders. Words importing the singular number only shall include the plural and vice versa.

#### Section 1.3 Headings, etc.

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

#### Section 1.4 Currency.

All references in this Agreement or any Ancillary Agreement to dollars or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

#### Section 1.5 Certain Phrases, etc.

In this Agreement and any Ancillary Agreement (i) the words "**including**", "**includes**" and "**include**" mean "**including (or includes or include) without limitation**", and (ii) the phrase "**the aggregate of**", "**the total of**", "**the sum of**", or a phrase of similar meaning means "**the aggregate (or total or sum), without duplication, of**". In the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "**from**" means "**from and including**" and the words "**to**" and "**until**" each mean "**to but excluding**".

#### Section 1.6 Knowledge.

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of the Vendor, it shall be deemed to refer to the knowledge of the Vendor and the Shareholders. The Vendor and the Shareholders confirm that they have made due and diligent inquiry of such Persons (including appropriate officers and directors of the Vendor) as they consider necessary as to the matters that are the subject of the representations and warranties.

**Section 1.7 Accounting Terms.**

All accounting terms not specifically defined in this Agreement are to be interpreted in accordance with GAAP.

**Section 1.8 Incorporation of Appendices, Exhibits and Schedules.**

The appendices, exhibits and schedules attached to or delivered contemporaneously with this Agreement form an integral part of it for all purposes of this Agreement.

**Section 1.9 Appointment of Vendor Representative.**

The Shareholders and the Vendor hereby irrevocably designates and appoints Saverio Michielli as their sole representative and agent (the "**Vendor Representative**") to act as attorney-in-fact for and on their behalf and in their stead as provided for elsewhere in this Agreement and in the Ancillary Agreements and, in such capacity, to take such actions as he may deem necessary or desirable in order to effect the transactions contemplated hereunder and under the Ancillary Agreements and Saverio Michielli hereby accepts such appointment. The Vendor Representative shall distribute among the Shareholders and the Vendor, in accordance with their agreement, all items constituting the Purchase Price or any part thereof received at any time by the Vendor Representative in such capacity. In the event of the death, incapacity or resignation of the Vendor Representative, an alternative Vendor Representative shall be appointed in writing by the Shareholders or their legal representatives and the Vendor to continue to act as the sole Vendor Representative, and should he or she not be able to so act, a replacement representative shall be immediately appointed in writing by the remaining Shareholders or their legal representatives and the Vendor and written notice thereof shall be given to the Purchaser, and failing such appointment and notice to the Purchaser within ten (10) Business Days of any of the foregoing events, the replacement representative shall be such Person as determined by the remaining Shareholders or their legal representatives and the Vendor. The Vendor Representative shall be authorized hereby to take any and all actions and make any decisions on behalf of the Shareholders and the Vendor required or permitted to be taken by any of them under this Agreement and any of the Ancillary Agreements in connection with the consummation of the transactions contemplated herein and therein, including, the exercise of the power to (i) receive or give any notice on behalf of the Vendor and the Shareholders pursuant to this Agreement or any of the Ancillary Agreements, (ii) authorize delivery to the Purchaser or its affiliates of funds held by the Purchaser, (iii) agree to, negotiate, enter into settlements and compromises of, and demand arbitration and comply with orders of courts and awards of arbitrators with respect to claims under this Agreement or under any of the Ancillary Agreements, (iv) resolve any claims and (v) take all actions necessary in the judgment of the Vendor Representative for the accomplishment of the foregoing and all of the other terms, conditions and limitations of this Agreement and the Ancillary Agreements. Each of the Shareholders, their legal representatives and the Vendor shall be bound by all actions taken by the Vendor Representative in connection with this Agreement and the Ancillary

Agreements. The Purchaser and its affiliates shall be entitled to rely on any action or decision of the Vendor Representative evidenced by a written document executed by the Vendor Representative without any liability being incurred by the Purchaser or its affiliates whatsoever hereunder or under any Ancillary Agreement. For greater certainty, any decision, direction or other determination by any individual Vendor Representative shall be final and binding upon each of the Shareholders, their legal representatives and the Vendor and the Parties acknowledge that the Purchaser may rely upon any such decision, direction or other determination.

#### **Section 1.10 References to Persons and Statutes.**

Any reference in this Agreement or any Ancillary Agreement to a Person includes his, her or its heirs, administrators, executors, personal legal representatives, successors and permitted assigns. Except as otherwise provided in this Agreement or any Ancillary Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted.

#### **Section 1.11 Non-Business Days.**

Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment shall be made or such action shall be taken on or not later than the next succeeding Business Day.

#### **Section 1.12 Waiver of Bulk Sales Act.**

The Purchaser hereby waives compliance by the Vendor with the *Bulk Sales Act* (Ontario).

## **ARTICLE 2 PURCHASED ASSETS**

#### **Section 2.1 Purchased Assets.**

Subject to the terms and conditions of this Agreement, the Vendor and the Shareholders agree, as the case may be, to sell, assign, grant, convey and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor and the Shareholders, as the case may be, on the Closing Date, effective as of the Effective Time, the undertaking and all of the property and assets of every kind and description and wheresoever situate, of the Purchased Business, other than the Excluded Assets (collectively, the "**Purchased Assets**"), including:

- (a) **Machinery, Equipment and Supplies.** All machinery, equipment, technology and communications hardware and infrastructure, tools, handling equipment, furniture, furnishings and accessories, spare parts and supplies of all kinds including office supplies, owned or used by the Vendor and used in connection with the Purchased Business (other than certain personal effects of the Shareholders as set out and described in

Schedule 2.2(f)), including those listed and described in Schedule 2.1(a);

- (b) **Inventories.** All inventories of the Purchased Business (the "Inventories"), including (i) finished goods, work in process, raw materials and new and unused production, packing and shipping supplies, and (ii) all other materials and supplies on hand to be used or consumed or which might be used or consumed in connection with the manufacture, packing or shipping of finished goods of the Purchased Business but, in each case, excluding Excluded Inventories;
- (c) **Accounts Receivables.** All accounts receivable, notes receivable and other debts due or accruing due to the Vendor in connection with the Purchased Business, including all incoming wire transfers to the Inaria Accounts received subsequent to the Effective Time (the "Accounts Receivable") and the full benefit of all security for the Accounts Receivable, but excluding the Excluded Accounts Receivable;
- (d) **Prepaid Expenses.** All prepaid expenses of the Purchased Business, including deposits to suppliers;
- (e) **Contracts.** The full benefit of all Contracts to which the Vendor is a party in connection with the Purchased Business, including those Contracts listed in Schedule 2.1(e) (collectively, the "Purchased Contracts"), but excluding the Employment Contracts and the Excluded Contracts;
- (f) **Authorizations.** All Authorizations, owned, held or used by the Vendor in connection with the Purchased Business to the extent that they are transferable;
- (g) **Intellectual Property.** All right, title and interest of the Vendor in and to the Intellectual Property owned by, licensed to or used by the Vendor in connection with the Purchased Business (including, but not limited to the Intellectual Property listed on Schedule 5.1(v));
- (h) **Books and Records.** The Books and Records, excluding all Tax Returns pertaining to corporate income taxes of the Vendor;
- (i) **Claims.** All claims of the Vendor relating to the Purchased Business or the Purchased Assets, whether choate or inchoate, known or unknown, contingent or otherwise;
- (j) **Goodwill.** The goodwill of the Purchased Business, including the exclusive right of the Purchaser to (i) represent itself as carrying on the Purchased Business in continuation of any succession to the Vendor, and (ii) use any words indicating that the Purchased Business is so carried on, including all of the Vendor's right, title and interest in and to the name

Inaria International Inc., or any variation of it, together with the rights, if any, to telephone and facsimile numbers and internet domain names used in connection with the Purchased Business; and

- (k) **Leased Property.** The leasehold interest of the Vendor in and to the Leased Property and all right, title, interest and benefit of the Vendor in, to and under the Leases.

**Section 2.2 Excluded Assets.**

The Purchased Assets shall not include any of the following assets (collectively, the "Excluded Assets") of the Purchased Business:

- (a) all cash and cash equivalents and all securities and short term investments;
- (b) the minute books and corporate records of the Vendor;
- (c) the Excluded Inventories and Excluded Accounts Receivable;
- (d) the Contracts listed in Schedule 2.2(d) (the "Excluded Contracts");
- (e) income tax refunds of the Vendor and other Tax refunds receivable by the Vendor and all Tax Returns pertaining to corporate income taxes of the Vendor; and
- (f) those assets set out and described in Schedule 2.2(f).

**Section 2.3 No Liens or Encumbrances.**

The Vendor covenants and agrees with the Purchaser that the Purchased Assets will be transferred and conveyed to the Purchaser at Closing free and clear of all Liens and similar interests of any kind or nature whatsoever, other than Permitted Liens, and at Closing the Vendor and the Shareholders, as the case may be, shall represent and warrant title to the Purchased Assets free from any and all Third Party Claims made by any Person, other than in respect of Permitted Liens.



- (2) Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the Ontario courts situated in the City of Toronto and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

**Section 14.14 Counterparts.**

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.


*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF the Parties have executed this Asset Purchase Agreement.

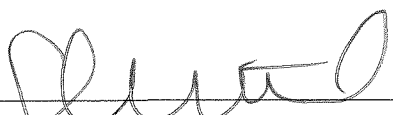
**BAUER SWEEP ACQUISITION  
CANADA INC.**

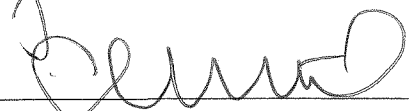
By:   
Authorized Signing Officer

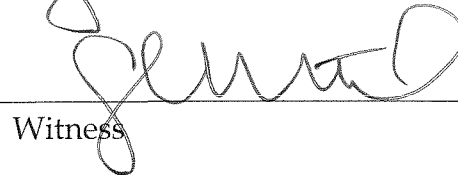
**INARIA INTERNATIONAL INC.**

By:   
Authorized Signing Officer

By:   
Authorized Signing Officer

  
Witness

  
Witness

  
Witness

  
Mr. Massimo Dente

  
Mr. Saverio Michielli

  
Mr. Saverio Michielli, as Vendor Representative

## Appendix A

### DEFINED TERMS

As used in this Agreement, the following terms have the following meanings:

**"Accounts Receivable"** has the meaning specified in Section 2.1(c).

**"Actual Working Capital Amount"** has the meaning specified in Section 3.5(7).

**"Agreement"** means this asset purchase agreement and all schedules and exhibits attached to it; and the expressions **"Article"** and **"Section"** followed by a number mean and refer to the specified Article or Section of this Agreement.

**"affiliate"** has the meaning specified in the *Business Corporations Act* (Ontario)

**"Ancillary Agreements"** means all agreements, certificates and other instruments delivered or given pursuant to this Agreement, and for greater certainty, without limiting the foregoing, includes the Indemnity Agreement and the Transitional Services Agreement.

**"associate"** has the meaning specified in the *Business Corporations Act* (Ontario)

**"Assumed Payables"** has the meaning specified in Section 4.1(a).

**"Assumed Plans"** means such group health, welfare, medical, disability and life insurance plans of the Purchased Business listed in Schedule 12.2.

**"Assumed Liabilities"** has the meaning specified in Section 4.1.

**"Authorization"** means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person, including permits, approvals, licences or similar authorizations authorizing the import or export of sports apparel and related products.

**"Balance Sheet"** means the unaudited balance sheet for the financial period ended August 31, 2011 for the Purchased Business a copy of which was previously delivered to the Purchaser by the Vendor.

**"Balance Sheet Date"** means August 31, 2011.

**"Balance Sheet Delivery Date"** has the meaning specified in Section 3.5(1).

**"Independent Accounting Firm"** has the meaning specified in Section 3.5(5).

**"Intellectual Property"** means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names (including the name Inaria International Inc., and any variation of the name or any words comprising the name), corporate names, telephone numbers, facsimile numbers, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) Software; and (viii) any other intellectual property and industrial property.

**"Interim Period"** means the period from the date of this Agreement to and including the Effective Time.

**"Inventories"** has the meaning specified in Section 2.1(b).

**"Law" or "Laws"**, as the case may be, means any and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, principles of common and civil law and equity, orders, decrees, rules, regulations and municipal by-laws whether domestic, foreign or international, (ii) judicial, arbitral, administrative, ministerial, departmental and regulatory judgments, orders, writs, injunctions, decisions, and awards of any Governmental Entity or pursuant to any Collective Agreement and (iii) policies, practices and guidelines of, or Contracts with, any Governmental Entity which, although not actually having the force of law, are considered by such Governmental Entity as requiring compliance as if having the force of law, in each case binding on or affecting the Person referred to in the context in which the word is used.

**"Leased Property"** means 61 Industry Street, Toronto, ON M6M 4L5.

**"Leases"** means the agreements (whether written or oral) or arrangement listed in Schedule 5.1(q).