

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417101

<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>
Bauer Performance Sports Uniforms Inc.		02/16/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Two Nines & Junction Inc.		
<b>Street Address:</b>	510 King Street East, Suite 302		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5A 1M1		
<b>Entity Type:</b>	Corporation: ONTARIO		
<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>	02/23/2017		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made as of February 16, 2017 by:

**BAUER PERFORMANCE SPORTS UNIFORMS INC.**, a corporation incorporated under the laws of Delaware (the “**U.S. Assignor**”),

- and -

**TWO NINES & JUNCTION INC.**, a corporation incorporated under the laws of Ontario (the “**Assignee**”).

WHEREAS, the U.S. Assignor is the owner of the trademarks and the associated registrations identified in Schedule “A” attached hereto (the “**Assigned Trademarks**”);

AND WHEREAS, the U.S. Assignor, as well as each of Bauer Performance Sports Uniforms Corp., Saverio Michielli, and the Assignee executed an Asset Purchase Agreement, dated as of December 30, 2016, (the “**Purchase Agreement**”), providing for the sale of certain assets, including the Assigned Trademarks, from the U.S. Assignor to the Assignee, and requiring that the U.S. Assignor execute this Agreement;

AND WHEREAS, the Assignee is desirous of acquiring all right, title and interest in and to the Assigned Trademarks, and all of their associated goodwill;

NOW THEREFORE, for good and valuable consideration, including the execution of the Purchase Agreement by (*inter alia*) the U.S. Assignor and Assignee, the receipt and sufficiency of which are hereby acknowledged, the U.S. Assignor and the Assignee agree as follows:

1. Assignment of Trademarks. The U.S. Assignor hereby sells, assigns and transfers to the Assignee, its assigns and successors, the U.S. Assignor’s entire right, title and interest in and to the Assigned Trademarks, together with all of the goodwill attaching to the Assigned Trademarks, including the assignment of the right to take action and recover for damages, profits and costs arising from any past, present and future infringements of the Assigned Trademarks, and the right to oppose any application to register a trademark which may be confusingly similar to one of the Assigned Trademarks.
2. Further Assurances. The U.S. Assignor further agrees, from time to time and at Assignee’s sole cost and expense, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions.
3. Governing Law. This Agreement is governed by, and will be interpreted and construed in accordance with, the laws of the State of New York and the federal laws of the United States applicable therein.
4. Entire Agreement. This Agreement, together with the Purchase Agreement, including all appendices, schedules and exhibits hereto and thereto, set forth the

entire understanding of the parties with respect to the transactions contemplated hereby, supersede all prior discussions, understandings, agreements and representations and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any party in connection with the negotiation of the terms hereof. This Agreement may be modified only by subsequent instruments signed by the parties. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

*[Remainder of page intentionally left blank. Signature page(s) follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives as of the date first written above.

BAUER PERFORMANCE SPORTS  
UNIFORMS INC.

By:   
Authorized Signing Officer

TWO NINES & JUNCTION INC.

By: \_\_\_\_\_  
Authorized Signing Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives as of the date first written above.

**BAUER PERFORMANCE SPORTS  
UNIFORMS INC.**

By: \_\_\_\_\_  
Authorized Signing Officer

**TWO NINES & JUNCTION INC.**

By:  \_\_\_\_\_  
Authorized Signing Officer

[Signature Page of U.S. IP Assignment Agreement]

Schedule "A"

U.S. Trademarks

<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Status</b>
INARIA	76456367	3003190	Registered
Design Mark	85362856		Pending
INARIA (& Design)	85362860	5052077	Registered
INARIA (Design)	85362863	5052078	Registered