

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM417080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exxel Outdoors, LLC		02/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Backcountry.com, LLC		
Street Address:	1678 West Redstone Center Drive		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84098		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87046862	BACKCOUNTRY	
Serial Number:	87046888	BACKCOUNTRY BIVY	
Serial Number:	87046870	BACKCOUNTRY BED	
Serial Number:	87046893	BACKCOUNTRY QUILT	
CORRESPONDENCE DATA			
Fax Number:	8015327750		
<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:	8015327840		
Email:	ghess@parrbrown.com		
Correspondent Name:	Gregory M. Hess		
Address Line 1:	c/o Parr Brown, 101 S. 200 E., Suite 700		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	90360-1		
NAME OF SUBMITTER:	Gregory M. Hess		
SIGNATURE:	/Gregory M. Hess/		
DATE SIGNED:	02/23/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

February THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the ^{10th} day of January, 2017 (the "Effective Date"), by Exxel Outdoors, LLC, a Delaware limited liability company ("Assignor") to Backcountry.com, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of record of the United States trademark applications identified in Schedule 1 attached hereto and incorporated herein (the "Applications").

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor by formal, recordable assignment, all of Assignor's right, title, and interest in and to the trademarks set forth in Schedule 1 (the "Marks"), the Applications, and all of the goodwill of the business connected with the use of, embodied in, and symbolized by the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, grants, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest in and to the Marks, specifically:

(a) all of the goodwill of the business connected with the use of, embodied in, and symbolized by the Marks, the Applications, all registrations issuing on the Applications, and all extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor in the Marks within the United States accruing under any of the foregoing provided by applicable law, including without limitation all rights to file other applications in the United States in the name of Assignee with respect to the Marks and to claim for any such applications any priority rights to which such applications are entitled; and

(c) all legal, equitable, and other rights and remedies (including damages) for past, present, and future infringements, misappropriations, misuses, dilutions, and other violations of any of the foregoing throughout the world (collectively, "Violations").

All such ownership, rights, title, and interest shall be held by Assignee for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor agrees that it will take such further actions and execute promptly such further documents as Assignee may reasonably request to effect and record the above assignments, including any actions or documents required by the applicable registrar or other official to document the transfer herein or as may be necessary to protect, secure, and vest good, valid, and marketable title and all related rights in Assignee. Assignor also agrees to cooperate with Assignee's requests for reasonable assistance with any actions, including legal proceedings, taken by Assignee to prevent and seek redress for any Violations, at Assignee's sole expense. Assignee agrees to reimburse Assignor for any reasonable, out-of-pocket costs that Assignor incurs in complying with the above-referenced requests, provided that Assignor obtains Assignee's prior written approval before incurring any such costs or expenses, which will not be unreasonably withheld. As used in this Assignment, the word "or" is not exclusive or limiting but means

“and/or,” so as to bring within the scope of this Assignment the broadest possible range of rights, titles, and interests. The word “including” is non-limiting and means “including without limitation.”

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and subordinate or other officials, and any official of any country foreign to the United States whose duty it is to issue service patents, trademarks, or other evidence or forms of intellectual property protection or applications, to record and register this Assignment upon request by Assignee, and to issue all related registrations to Assignee and Assignee’s successors and assigns in accordance with this instrument.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

IN WITNESS WHEREOF, this Assignment has been executed as of the Effective Date.

ASSIGNOR:

EXXEL OUTDOORS, LLC,
a Delaware limited liability company

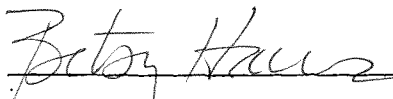
By: 

Name: Michael Wagner

Title: President

ASSIGNEE:

BACKCOUNTRY.COM, LLC,
a Delaware limited liability company

By: 

Name: Patsy Haws

Title: Assistant General Counsel

SCHEDULE 1

Mark	U.S. Application No.	Goods
BACKCOUNTRY	87046862	Sleeping bags, beds, mattresses, air mattresses, mattress cushions, mattresses and pillows, inflatable mattresses, and mattresses for recreational purposes, furniture, inflatable furniture, and related items
BACKCOUNTRY QUILT	87046893	Sleeping bags, beds, mattresses, air mattresses, mattress cushions, mattresses and pillows, inflatable mattresses, and mattresses for recreational purposes, furniture, inflatable furniture, and related items
BACKCOUNTRY BED	87046870	Sleeping bags, beds, mattresses, air mattresses, mattress cushions, mattresses and pillows, inflatable mattresses, and mattresses for recreational purposes, furniture, inflatable furniture, and related items
BACKCOUNTRY BIVI	87046888	Sleeping bags, beds, mattresses, air mattresses, mattress cushions, mattresses and pillows, inflatable mattresses, and mattresses for recreational purposes, furniture, inflatable furniture, and related items

Acknowledgement by Notary Public

ASSIGNOR:

State of Colorado

County of Boulder

On this 26th day of January, 2017, before me, the undersigned Notary Public, personally appeared Michael J Wagner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above instrument, and acknowledged to me that he/she executed the same.

BHOLA MAN KATUWAL
Seal **NOTARY PUBLIC**
STATE OF COLORADO
NOTARY ID 20164007007
MY COMMISSION EXPIRES 02/22/20

Signature: 

Name: BHOLA M. KATUWAL, Notary Public


ASSIGNEE:

State of Utah

County of Summit

On this 10 day of February, 2017, before me, the undersigned Notary Public, personally appeared Janet Haws, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above instrument, and acknowledged to me that he/she executed the same.

Seal:

 **BENJAMIN HAYDEN**
Notary Public
State of Utah
Comm. No. 668287
My Comm. Expires Jul 31, 2017

Signature: 

Name: Ben Hayden, Notary Public