

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439150

<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>
Subortis IP Holdings, LLC		05/18/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mountain Sports LLC		
<b>Street Address:</b>	160 Corporate Court		
<b>City:</b>	Meriden		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06450		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1398955	EASTERN MOUNTAIN SPORTS	
<b>Registration Number:</b>	1996475	EASTERN MOUNTAIN SPORTS	
<b>Registration Number:</b>	4736821	EASTERN MOUNTAIN SPORTS	
<b>Registration Number:</b>	4987535	EASTERN MOUNTAIN SPORTS	
<b>Registration Number:</b>	3011752	EASTERN MOUNTAIN SPORTS	
<b>Registration Number:</b>	2065313	EMS	
<b>Registration Number:</b>	2117180	EMS	
<b>Registration Number:</b>	1010768	EMS	
<b>Registration Number:</b>	2952447	EMS	
<b>Registration Number:</b>	3514259	ESTRN MNTN SPRTS	
<b>Registration Number:</b>	3510068	ESTRN MNTN SPRTS EASTERN MOUNTAIN SPORTS	
<b>Registration Number:</b>	2952448		
<b>Registration Number:</b>	4358982	SYSTEM3	
<b>Registration Number:</b>	2832531	TECHWICK	
<b>Registration Number:</b>	4711960	TECHWICK	
<b>Registration Number:</b>	5115822	EASTERN MOUNTAIN SPORTS	
<b>Registration Number:</b>	5115826	EMS EASTERN MOUNTAIN SPORTS	
<b>Registration Number:</b>	5115823	EMS	

OP \$465.00 1398955

**CORRESPONDENCE DATA****Fax Number:** 2123701819*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:** 212 661 1400**Email:** vtgiordano@vonmaltitz.com**Correspondent Name:** V.T. Giordano**Address Line 1:** von Maltitz, Derenberg, Kunin et al**Address Line 2:** 60 East 42nd Street, Suite 2446**Address Line 4:** New York, NEW YORK 10165

<b>NAME OF SUBMITTER:</b>	V.T. Giordano
<b>SIGNATURE:</b>	/V.T. Giordano/
<b>DATE SIGNED:</b>	08/14/2017

**Total Attachments: 22**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of May 18, 2017 is made by and among Eastern Outfitters, LLC, a Delaware limited liability company (“EO”), Eastern Mountain Sports, LLC, a Delaware limited liability company (“EMS”), Bob’s Stores, LLC, a Delaware limited liability company (“Bob’s”), Subortis IP Holdings, LLC, a Delaware limited liability company (“SIH”), Bob’s/EMS Gift Card, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia (“BEGC”, and collectively with EO, EMS, Bob’s and SIH, “Assignors”), in favor of Mountain Sports LLC, a Delaware LLC (“Assignee”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement by and among Assignors and Sportsdirect.com Retail Ltd., an England and Wales private limited company, executed on February 8, 2017, and as amended from time to time (the “Purchase Agreement”).

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignors have conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignors, and have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office;

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements contained in the Purchase Agreement and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound by this IP Assignment, agree as follows:

1. Assignment. Assignors hereby irrevocably sell, convey, transfer, grant, set over, deliver and assign to Assignee, and Assignee hereby accepts, all of Assignors’ worldwide right, title and interest in and to the following listed below (collectively, the “Assigned IP”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all related patents and patent applications in all countries, including all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “Patents”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “Trademarks”);

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the “Copyrights”);

(d) the internet domain name registrations including all sub-domain names and extensions thereof and thereto set forth in Schedule 4 hereto (the “Domain Names”);

(e) the social media accounts set forth in Schedule 5 hereto (the “Social Media Accounts”);

(f) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(g) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Domain Names and Social Media Accounts. Assignors do hereby instruct, authorize, and direct any and all registrars thereof (including, but not limited to, the registrars listed on Schedule 4) to transfer the Domain Names to an account as directed by the Assignors. Assignors agree to cooperate with Assignee and to follow Assignee’s reasonable instructions in order to effectuate the transfer of the Domain Name registrations in a timely manner, and Assignors or Assignee are hereby expressly permitted and authorized to provide a copy of this IP Assignment to any such registrar as necessary to accomplish such transfer. Assignors further agree that within five (5) business days after the parties execute this IP Assignment; Assignors shall commence transfer of ownership of the Domain Name to Assignee in accordance with the on-line procedures provided by the registrar of the Domain Name. Assignee shall cooperate with Assignors and provide information as necessary to Assignors to complete the ownership transfer. Assignors shall provide written acknowledgement confirming completion of the transfer of ownership to Assignee of such Domain Name within ten (10) days of the date of this IP Assignment. Assignors agree to cooperate with Assignee and to follow Assignee’s reasonable instructions in order to effectuate the transfer of the Social Media Accounts to the extent commercially feasible, in a timely manner, and Assignors or Assignee are hereby expressly permitted and authorized to provide a copy of this IP Assignment to any such social media provider as necessary to accomplish such transfer.

3. Recordation and Further Actions. Assignors hereby authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials of any country or countries foreign to the United States, to record and register this IP Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignors shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations,

or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

4. Assignor Covenant. Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this IP Assignment.


5. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP and the terms and provisions of Sections 9.4 to 9.12, 9.14, 9.15, 9.16, 9.18 and 9.19 are incorporated herein by reference as if set forth herein in their entirety and will apply *mutatis mutandis* to this IP Assignment. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment as of the date first above written.

**ASSIGNORS:**


**Eastern Outfitters, LLC**

By:   
Name: Daniel B. Hess  
Title: VP of Finance


**Eastern Mountain Sports, LLC**

By:   
Name: Daniel B. Hess  
Title: VP of Finance


**Bob's Stores, LLC**

By:   
Name: Daniel B. Hess  
Title: VP of Finance

**Subortis IP Holdings, LLC**

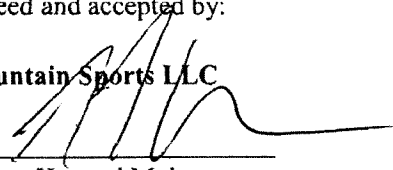
By:   
Name: Daniel B. Hess  
Title: VP of Finance

**Bob's/EMS Gift Card, LLC**

By:   
Name: Daniel B. Hess  
Title: VP of Finance

Agreed and accepted by:

**Mountain Sports LLC**

By 

Name: Howard Moher

Title: President

[Signature Page to Intellectual Property Assignment Agreement]

**SCHEDULES**

**SCHEDULE 1**

**PATENTS AND PATENT APPLICATIONS**

**NONE**






**SCHEDULE 2**



**TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

**SEE ATTACHED**



### U.S. Registrations

Legal Owner	Record Owner on Trademark Register	Mark	Registration Number	Registration Date	Next Action	Deadline
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	EASTERN MOUNTAIN SPORTS	1,398,955	Jun 24 1986	Renewal	Jun 24 2026
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	EASTERN MOUNTAIN SPORTS	1,996,475	Aug 27 1996	Renewal	Aug 27 2026
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC		4,736,821	May 12 2015	Declaration of Use	May 12 2021
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC		4,987,535	Jun 28 2016	Declaration of Use	Jun 28 2022
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC		3,011,752	Nov 01 2005	Renewal	Nov 01 2025







### U.S. Registrations

Legal Owner	Record Owner on Trademark Register	Mark	Registration Number	Registration Date	Next Action	Deadline
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	EMS	2,065,313	May 27 1997	Renewal	May 27 2017
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	EMS	2,117,180	Dec 02 1997	Renewal	Dec 02 2017
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC		1,010,768	May 13 1975	Renewal	May 13 2025
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC		2,952,447	May 17 2005	Renewal	May 17 2025

**U.S. Registrations**

Legal Owner	Record Owner on Trademark Register	Mark	Registration Number	Registration Date	Next Action	Deadline
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC		3,514,259	Oct 07 2008	Renewal	Oct 07 2018
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC		3,510,068	Sep 30 2008	Renewal	Sep 30 2018

### U.S. Registrations

Legal Owner	Record Owner on Trademark Register	Mark	Registration Number	Registration Date	Next Action	Deadline
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC		2,952,448	May 17 2005	Renewal	May 17 2025
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC		3,901,911	Jan 04 2011	Sec. 8	1/4/2017, grace period ends 7/4/17
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC		3,901,910	Jan 04 2011	Sec. 8	1/4/2017, grace period ends 7/4/17
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC		4,358,982	Jun 25 2013	Sec. 8	Jun 25 2019
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	TECHWICK	2,832,531	Apr 13 2004	Renewal	Apr 13 2024
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	TECHWICK	4,711,960	Mar 31 2015	Sec. 8	Mar 31 2021
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	EASTERN MOUNTAIN SPORTS	5,115,822	Jan 03 2017	Statement of Use	Jan 03 2022
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC		5,115,826	Jan 03 2017	Statement of Use	Jan 03 2022
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC		5,115,823	Jan 03 2017	Statement of Use	Jan 03 2022

### International Registrations

Legal Owner	Record Owner on Trademark Register	Mark	Country	Registration Number	Registration Date	Expiration Date
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	EASTERN MOUNTAIN SPORTS	Canada	488,847	Jan 30 1998	Jan 30 2028

## International Registrations

Legal Owner	Record Owner on Trademark Register	Mark	Country	Registration Number	Registration Date	Expiration Date
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	EMS	Canada	502,936	Oct 26 1998	Oct 26 2028
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	EASTERN MOUNTAIN SPORTS	China	6917642	May 07 2010	May 07 2020
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	EASTERN MOUNTAIN SPORTS	China	6917643	Sep 28 2010	Sep 28 2020
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	EASTERN MOUNTAIN SPORTS	China	6917644	Oct 07 2012	Oct 07 2022
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	TECHWICK	China	6917616	Aug 21 2010	Aug 21 2020
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	TECHWICK	China	6917641	Feb 28 2012	Feb 28 2022

## International Registrations

Legal Owner	Record Owner on Trademark Register	Mark	Country	Registration Number	Registration Date	Expiration Date
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	EASTERN MOUNTAIN SPORTS	Hong Kong	4851/1996	Aug 01 1994	Aug 01 2025
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	EMS	Hong Kong	10811/1996	Aug 01 1994	Aug 01 2025
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	EASTERN MOUNTAIN SPORTS	Japan	3,235,223	Dec 25 1996	12/25/2016, grace period ends 6/25/17
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	EASTERN MOUNTAIN SPORTS	Japan	3,268,623	Mar 12 1997	3/12/2017, grace period ends 9/12/17
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	EASTERN MOUNTAIN SPORTS	Japan	3,268,679	Mar 12 1997	3/12/2017, grace period ends 9/12/17
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	EASTERN MOUNTAIN SPORTS	Japan	3,316,730	May 30 1997	5/30/2017, grace period ends 11/30/17
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	EMS	Japan	4,157,315	Jun 19 1998	Jun 19 2018
Subortis IP Holdings, LLC	Vestis IP Holdings, LLC	EASTERN MOUNTAIN SPORTS	Korea	331,083	Jan 11 1996	Jan 11 2026
Subortis IP Holdings, LLC	Vestis IP Holdings, LLC	EASTERN MOUNTAIN SPORTS	Korea	336,845	Apr 09 1996	Apr 09 2026
Subortis IP Holdings, LLC	Vestis IP Holdings, LLC	EASTERN MOUNTAIN SPORTS	Korea	343,613	Jul 24 1996	Jul 24 2026
Subortis IP Holdings, LLC	Vestis IP Holdings, LLC	EASTERN MOUNTAIN SPORTS	Korea	343,614	Jul 24 1996	Jul 24 2026
Subortis IP Holdings, LLC	Vestis IP Holdings, LLC	EMS	Korea	331,084	Jan 11 1996	Jan 11 2026
Subortis IP Holdings, LLC	Vestis IP Holdings, LLC	EMS	Korea	334,829	Mar 08 1996	Mar 08 2026



### International Registrations

Legal Owner	Record Owner on Trademark Register	Mark	Country	Registration Number	Registration Date	Expiration Date
Subortis IP Holdings, LLC	Vestis IP Holdings, LLC	EMS	Korea	336,844	Apr 09 1996	Apr 09 2026
Subortis IP Holdings, LLC	Vestis IP Holdings, LLC	EMS	Korea	350,857	Nov 29 1996	Nov 29 2026
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	EASTERN MOUNTAIN SPORTS	Taiwan	684,965	Jul 16 1995	Jul 16 2025
Subortis IP Holdings, LLC	Eastern Mountain Sports, Inc.	EMS	Taiwan	684,964	Jul 16 1995	Jul 16 2025

**SCHEDULE 3**

**COPYRIGHTS REGISTRATIONS AND APPLICATIONS**

<b>Name</b>	<b>Full Title</b>	<b>Date</b>	<b>Jurisdiction</b>	<b>Copyright Number</b>	<b>Owner</b>
Eastern Mountain Sports, Inc. Ziegler, Katy	Ski touring guide to New England/edited by Katey Ziegler	1979	USCO	TX0000454201	Subortis
Eastern Mountain Sports, Inc.	[Eastern Mountain Sports' B L T flyer]	1981	USCO	TX0000830578	Subortis
Eastern Mountain Sports, Inc. Furst, Roger	EMS: Catalog/Eastern Mountain Sports, Inc.; editor, Roger Furst...et al.	1979	USCO	CSN0016156	Subortis
Eastern Mountain Sports, Inc. Furst, Roger	EMS: Catalog/Eastern Mountain Sports, Inc.; editor, Roger Furst...et al.	1979	USCO	CSN0020688	Subortis
Eastern Mountain Sports, Inc. Furst, Roger	EMS: Catalog/Eastern Mountain Sports, Inc.; editor, Roger Furst...et al.	1978	USCO	CSN0016156	Subortis
Eastern Mountain Sports, Inc. EMS	EMS: Catalog/Eastern Mountain Sports, Inc.; [written by the people at EMS]	1982	USCO	CSN0020688	Subortis

<b>Name</b>	<b>Full Title</b>	<b>Date</b>	<b>Jurisdiction</b>	<b>Copyright Number</b>	<b>Owner</b>
Eastern Mountain Sports, Inc. EMS	EMS: Catalog/Eastern Mountain Sports, Inc.; [written by the people at EMS]	1981	USCO	CSN0020688	Subortis
Eastern Mountain Sports, Inc. EMS	EMS: Catalog/Eastern Mountain Sports, Inc.; [written by the people at EMS]	1980	USCO	CSN0020688	Subortis
Eastern Mountain Sports, Inc. EMS Acquisition Corporation [Vestis Retail Financing LLC]	EMS: Catalog (spring-summer 1978) & 14 other titles*	2005	USCO	V3520D651	Subortis
Eastern Mountain Sports, Inc.	The EMS holiday gift guide: \$5 discount coupon inside	1981	USCO	TX0000813912	Subortis
Eastern Mountain Sports, Inc.	The EMS holiday gift guide: our most popular parka and no wonder!	1981	USCO	TX0000813911	Subortis

<b>Title</b>	<b>Jurisdiction</b>	<b>Copyright Number</b>	<b>Owner</b>
EMS: catalog (spring- summer 1978)	USCO	TX 202-011	Subortis
EMS: catalog (fall 1978)	USCO	TX 203-825	Subortis
EMS: catalog (spring- summer 1979)	USCO	TX 302-579	Subortis
EMS: catalog (fall-winter 1979)	USCO	TX 302-332	Subortis
EMS: catalog (spring- summer 1980)	USCO	TX 431-665	Subortis
EMS: catalog (fall-winter 1980-81)	USCO	TX 555-951	Subortis
EMS: catalog (winter 1980-81)	USCO	TX 543-951	Subortis
EMS: catalog (winter 1980-81)	USCO	TX 546-313	Subortis
EMS: catalog (fall 1981)	USCO	TX 809-731	Subortis

<b>Title</b>	<b>Jurisdiction</b>	<b>Copyright Number</b>	<b>Owner</b>
EMS: catalog (spring- summer 1982)	USCO	TX 874-323	Subortis
EMS: catalog (summer 1982)	USCO	TX 928-371	Subortis
Eastern Mountain Sports' BLT flyer	USCO	TX 830-578	Subortis
Ski touring guide to New England	USCO	TX 454-201	Subortis
The EMS holiday gift guide: our most popular parka and no wonder!	USCO	TX 813-911	Subortis
The EMS holdiaiy [(sic)] gift guide: \$5 discount coupon inside	USCO	TX 813-912	Subortis

## SCHEDULE 4

### DOMAIN NAMES

<b>Domain Name</b>	<b>Registrar</b>	<b>Status</b>
ems.com	Network Solutions, LLC	Registered
emsoutdoorschools.net	Network Solutions, LLC	Registered
emsstorecustomersurvey.com	Network Solutions, LLC	Registered
easternmountain.com	Network Solutions, LLC	Registered
easternmountainsports.com	Network Solutions, LLC	Registered
emsadventure.com	Network Solutions, LLC	Registered
emsclimb.com	Network Solutions, LLC	Registered
emsdirect.com	Network Solutions, LLC	Registered
emsexploration.com	Network Solutions, LLC	Registered
emsonline.com	Network Solutions, LLC	Registered
emsoutlet.us	Network Solutions, LLC	Registered
emsski.com	Network Solutions, LLC	Registered
emswinter.com	Network Solutions, LLC	Registered
estnmntnsprts.com	Network Solutions, LLC	Registered
kayak-ems.com	Network Solutions, LLC	Registered
noreasterems.com	Network Solutions, LLC	Registered
shopems.com	Network Solutions, LLC	Registered
	Network	Registered

emsoutdoors.com	Solutions, LLC	
emsoutdoors.info	Network Solutions, LLC	Registered
emsoutdoors.net	Network Solutions, LLC	Registered
emsoutdoorschools.com	Network Solutions, LLC	Registered
emsoutlet.info	Network Solutions, LLC	Registered
eoutfitters.com	Network Solutions, LLC	Registered

## SCHEDULE 5

### SOCIAL MEDIA ACCOUNTS

Community/Blog

[goeast.ems.com](http://goeast.ems.com)

Facebook

<https://www.facebook.com/EasternMNTNsports>

Instagram

<https://www.instagram.com/easternmntnsports/>

Twitter

<https://www.twitter.com/EASTERNMNTN>

YouTube

<https://www.youtube.com/user/easternMNTNsports>

<https://www.youtube.com/user/EMSNYCSoHo>

Pinterest

<https://www.pinterest.com/EastMountain>

Vimeo

<https://vimeo.com/estnmntnsprts>