

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441735

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|---|--|---------------------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Zeke Vantreese | | 08/15/2017 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Proximity Manufacturing Company, LLC | | |
| Street Address: | 3019 Pacific Avenue | | |
| City: | Greensboro | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27406 | | |
| Entity Type: | Limited Liability Company: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5257072 | PROXIMITY MANUFACTURING COMPANY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3363785400 | | |
| <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: | 336.378.5200 | | |
| Email: | lorna.ditto@smithmoorelaw.com | | |
| Correspondent Name: | Smith Moore Leatherwood LLP | | |
| Address Line 1: | 300 North Greene Street, Suite 1400 | | |
| Address Line 4: | Greensboro, NORTH CAROLINA 27401 | | |
| ATTORNEY DOCKET NUMBER: | 5015907.1 PROXIMITY | | |
| NAME OF SUBMITTER: | Lorna F. Ditto | | |
| SIGNATURE: | /Lorna F. Ditto/ | | |
| DATE SIGNED: | 09/01/2017 | | |
| Total Attachments: 1 | | | |
| source=Zeke-Vantreese-Assignment-PROXIMITY#page1.tif | | | |

CH \$40.00 5257072

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of the 15th day of August, 2017 (the "Effective Date"), is by and between Zeke Vantreese, an individual residing in Greensboro, North Carolina ("Assignor"), and Proximity Manufacturing Company, LLC, a North Carolina limited liability company ("Assignee");

WHEREAS, Assignor owns U.S. Trademark Registration No. 5,257,072 for PROXIMITY MANUFACTURING COMPANY for apparel, namely, shirts (the "Mark"), and the goodwill of the business associated with the Mark; and

WHEREAS, Assignor desires to assign and transfer to Assignee all of Assignor's right, title, interest and goodwill in the Mark;

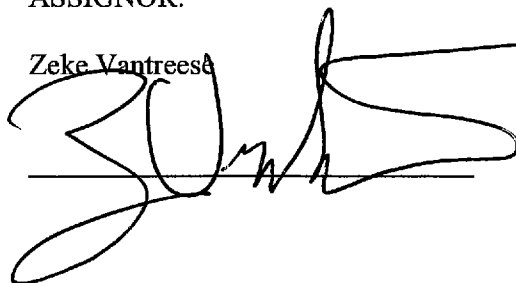
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers, and sets over to Assignee the right, title and interest in and to the Mark, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers effective as of the date first written above.

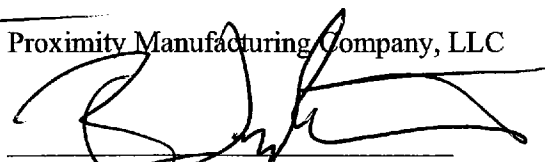
ASSIGNOR:

Zeke Vantreese



ASSIGNEE:

Proximity Manufacturing Company, LLC


By: Zeke Vantreese
Title: *Founding Member*