

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Boot Doctors, Inc.		11/01/2017	Corporation: NEW MEXICO
RECEIVING PARTY DATA			
Name:	Christy Sports, L.L.C.		
Street Address:	875 Parfet Street		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80215		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4038334	BOOTDOCTORS	
Registration Number:	3737367	BOOTDOCTORS	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	015764.3		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		
DATE SIGNED:	11/08/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of November 1, 2017 by and between The Boot Doctors, Inc., a New Mexico corporation ("Assignor" or "the Company") and Christy Sports L.L.C., a Colorado limited liability company (the "Assignee" or "Buyer").

WHEREAS, this Assignment is being executed and delivered in connection with that certain Asset Purchase Agreement dated as of the date hereof by and among Buyer, the Company and the other parties thereto (as amended, supplemented or modified from time to time the "Purchase Agreement"), pursuant to which, among other things, Buyer has agreed to purchase from the Company, and the Company has agreed to sell to Buyer, the Acquired Assets on the Closing Date, upon the terms and conditions set forth therein.

WHEREAS, in connection with the Purchase Agreement, the Company has agreed to cause Assignor to transfer to Assignee certain Intellectual Property, including intellectual property rights associated with all of the trademarks and service marks used in connection with the Business, including without limitation the trademarks and service marks identified on the attached Exhibit A (the "Assigned Trademarks"), effective as of the Closing Date.

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns: (a) all of Assignor's worldwide right, title and interest in and to the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the Closing Date; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the Closing Date or thereafter in respect of any of the foregoing; and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Trademarks, in each case, effective as of the Closing Date.

3. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks.

4. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

5. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request to confirm or for the full utilization of the rights granted in Section 2, above, including, without limitation, upon request by Assignee to execute any further documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement. Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and Assignor shall cooperate therewith.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

The Boot Doctors, Inc.

By: G. Robert Cleason
Name: G. Robert Cleason
Title: President

[Signature Page to Trademark Assignment]

ASSIGNEE:

Christy Sports L.L.C.


By: 
Name: Matt Gold
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

EXHIBIT A

Assigned Trademarks

Assigned Trademarks:

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	RECORD OWNER
BOOTDOCTORS	4038334	October 11, 2011	Bootdoctors Inc. dba Bootdoctors, Inc.
BOOTDOCTORS & Design 	3737367	January 12, 2010	Bootdoctors, Inc.