

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450449

<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>
GARB GAMEDAYWEAR, LLC		11/09/2017	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BADGER SPORTSWEAR, LLC		
<b>Street Address:</b>	111 Badger Lane		
<b>City:</b>	Statesville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28625		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87618037	G GARBATHLETICS	
<b>Serial Number:</b>	87618031	GARB ATHLETICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8032559831		
<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>	(803) 799-2000		
<b>Email:</b>	ip@nelsonmullins.com		
<b>Correspondent Name:</b>	Nelson Mullins Riley & Scarborough LLP		
<b>Address Line 1:</b>	1320 Main Street		
<b>Address Line 2:</b>	Meridian, 17th Floor		
<b>Address Line 4:</b>	Columbia, SOUTH CAROLINA 29211		
<b>NAME OF SUBMITTER:</b>	Charles G. Zug		
<b>SIGNATURE:</b>	/cgz/		
<b>DATE SIGNED:</b>	11/09/2017		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of November 9, 2017, is made by GARB GAMEDAYWEAR, LLC, a Utah limited liability company (“**Seller**”), in favor of BADGER SPORTSWEAR, LLC, a North Carolina limited liability company (“**Buyer**”).

WHEREAS, under the terms of that Asset Purchase Agreement, dated November 9, 2017 (“**Asset Purchase Agreement**”), by and among Buyer, Seller, each of the “Securityholders” signatory thereto, and Steven R. Rosenbeck, as representative of the “Securityholders,” Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and/or applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

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

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request and at Buyer’s sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

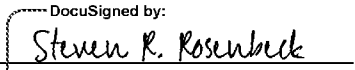
3. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance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

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.


**SELLER**

GARB GAMEDAYWEAR, LLC

By:  Steven R. Rosenbeck, Manager

Schedule 1

ASSIGNED TRADEMARKS

Applications			
Image	Mark	Serial Number	Filing Date
	G GARBATHLETICS	87618037	September 21, 2017
GARB ATHLETICS	GARB ATHLETICS	87618031	September 21, 2017