

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kodiak Group Holdings Co.		10/02/2017	Nova Scotia unlimited company: CANADA
RECEIVING PARTY DATA			
Name:	W-D Apparel Company, LLC		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	74414563		
Serial Number:	74341957		
Serial Number:	85881886	AXLE	
Serial Number:	85881894	BRAWN	
Serial Number:	85772744	CLEANFEET	
Serial Number:	85772425		
Serial Number:	73528607		
Serial Number:	74341955		
Serial Number:	85881869	HEAT PLUS	
Serial Number:	85832983	JOBATED	
Serial Number:	85943422	JOBATED	
Serial Number:	78244841	KODIAK	
Serial Number:	74340519	KODIAK	
Serial Number:	71669085	KODIAK	
Serial Number:	73528602	KODIAK	
Serial Number:	75447802	KODIAK	
Serial Number:	75447823	KODIAK	
Serial Number:	75384599	KODIAK CANADA'S BOOT	
Serial Number:	87274592		
TRADEMARK			

OP \$740.00 74414563

Property Type	Number	Word Mark
Serial Number:	85881899	PACE
Serial Number:	85597300	REPEL-X
Serial Number:	76064323	TERRA
Serial Number:	87579471	TERRA
Serial Number:	75007655	TERRA
Serial Number:	73738465	TERRA-LITES
Serial Number:	73811009	THERMA-TOE
Serial Number:	85881904	TRUXX
Serial Number:	74125403	WILD SIDER
Serial Number:	74663162	

CORRESPONDENCE DATA

Fax Number: 3024773932

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: 3024773930

Email: christine_hernandez@vfc.com,pellegj@vfc.com

Correspondent Name: Christine M. Hernandez

Address Line 1: 3411 Silverside Road

Address Line 2: 200 Hanby Building

Address Line 4: Wilmington, DELAWARE 19810

NAME OF SUBMITTER: Christine M. Hernandez

SIGNATURE: /cmh/

DATE SIGNED: 12/20/2017

Total Attachments: 20

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made effective this 2nd day of October, 2017 by and between Kodiak Group Holdings Co. ("Assignor"), a Nova Scotia unlimited company, and W-D Apparel Company, LLC ("Assignee"), a Delaware limited liability company.

RECITALS:

WHEREAS, Assignor and Assignee have agreed upon a transaction pursuant to which Assignor shall transfer to Assignee all of Assignor's right, title and interest in Assignor's intangible property in existence as of the date of the transfer (the "Transfer"), including all intellectual property (including trademarks, copyrights, patents, and trade secrets), wholesale customer relationships, customer backlog, licensing agreements; distributor agreements, product development, know how, goodwill and going concern value; and

WHEREAS, Assignee desires to accept the Transfer and receive all right, title, and interest in and to the distributed intangible property, including all intellectual property (including trademarks, copyrights, patents, and trade secrets), wholesale customer relationships, customer backlog, licensing agreements; distributor agreements, product development, know how, goodwill and going concern value (the "Intangible Property").

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

WITNESSETH:

1. *Assignment.*

- a. Upon the terms and subject to the conditions of this Agreement, Assignee hereby purchases from Assignor, and Assignor hereby sells, conveys, transfers, and assigns to Assignee, free and clear of any mortgage, lien, pledge, charge, security interest, encumbrance or other adverse claim of any kind in respect of such item, all of Assignor's right, title, and interest in and to the Intangible Property, including all trademarks, service marks, and trade dress, and the applications for registration thereof shown on the attached Schedules 1 and 2 and any unregistered and/or common law trademarks (collectively, the "Marks") and the goodwill of the business symbolized by the Marks. Assignor also assigns to Assignee all of Assignor's rights and interests in the agreements listed on the attached Schedule 3 (collectively, the "Agreements").
- b. With respect to the rights and obligations of Assignee under the Agreements, Assignor will receive all amounts payable to Assignee thereunder and shall act as a mere service provider of Assignee with regard to all rights and obligations of Assignee thereunder until the assignment of the Agreements will have been perfected. Assignor shall not have the right to take any decision with regard to the Agreements for or on behalf of Assignee, nor conclude any agreements for or on behalf of Assignee. Assignor shall not act as the legal representative of Assignee and agrees to follow any instructions or guidelines given by Assignee with regard to the Agreements.

2. *Acceptance.* Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Intangible Property.

3. *Purchase Price.*

- a. The purchase price for the Intangible Property (the "Purchase Price") is USD 28,300,000. The Purchase Price may be paid in cash or by promissory note issued by the Assignee in substantially the form provided on the attached Schedule 4. The Purchase Price reflects the fair market value of the Intangible Property.
- b. Assignor and Assignee hereby agree and acknowledge that the Purchase Price is based on an estimate of the fair market value of the Intangible Property as of the date of this Agreement. The parties agree that the Purchase Price may be adjusted upward or downward to reflect the final valuation of the Intangible Property as determined by Ernst & Young LLC before the end of the 2017 calendar year. Assignor and Assignee shall take such actions as may be mutually agreed to adjust the Purchase Price to reflect the fair market value of the Intangible Property as of the date of this Agreement.

4. *Effective Date and Time.* The Assignment shall be effective on October 2, 2017 at 10:10 a.m. (ET).

5. *Non-competition Agreement.* In connection with the foregoing assignment, Assignor agrees that it will not directly or indirectly use the employees and tangible assets associated with the historic business of Assignor for a period of 10 years from the date of this Agreement. Nevertheless, Assignee acknowledges and agrees that Assignor may use the employees and tangible assets associated with the historic business of Assignor to engage in such business if Assignor and Assignee enter into a licensing agreement whereby Assignee grants Assignor the right to use the Intangible Property (including intellectual property and goodwill) relating to the historic business of Assignor (the "IP Licensing Agreement"). Assignor and Assignee anticipate the contemporaneous execution of such IP Licensing Agreement.

6. *Representations and Warranties*

- a. Assignor represents and warrants to Assignee as of the date hereof that:
 - i. *Existence and Power.* The Assignor is a company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has all powers and all governmental licenses, authorizations, permits, consents and approvals required to perform this Agreement.
 - ii. *Authorization.* The execution, delivery and performance by the Assignor of this Agreement and the consummation of the transactions contemplated hereby are within its organizational powers and have been duly authorized by all necessary organizational action on the part of Assignor. This Agreement constitutes a valid and binding agreement of Assignor.
 - iii. *Non-contravention.* The execution, delivery and performance by the Assignor of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate its organizational documents, or (ii) violate any

applicable law, rule, regulation, judgment, injunction, order or decree; (iii) constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of Assignor or to a loss of any benefit relating to the Intangible Property to which Assignee is entitled under any provision of any agreement or other instrument binding upon Assignor or by which any of the Intangible Property is or may be bound or (iv) result in the creation or imposition of any lien on any Intangible Property.

b. Assignee represents and warrants to Assignor as of the date hereof that:

- i. **Existence and Power.** Assignee is a company duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and has all powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.
- ii. **Authorization.** The execution, delivery, and performance by Assignee of this Agreement and the consummation of the transactions contemplated hereby are within the organizational powers of Assignee and have been duly authorized by all necessary organizational action on the part of Assignee. This Agreement constitutes a valid and binding agreement of Assignee.
- iii. **Non-contravention.** The execution, delivery and performance by Assignee of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate its organizational documents or (ii) violate any applicable material law, rule, regulation, judgment, injunction, order or decree; except for such violations that would not be, individually or in the aggregate, material.

7. *Further Assurances.* The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions that either party reasonably requests from time to time to effectuate the purposes and intent of this transaction and otherwise to consolidate, vest, and record in Assignee, with the appropriate authorities, full and complete ownership of the Intangible Assets.

8. *Successors and Assigns.* This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

9. *Counterparts.* This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

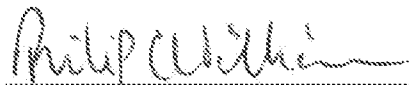
10. *Descriptive Headings.* The descriptive headings contained herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

11. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

[Rest of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, each of the parties has caused this Assignment and Assumption Agreement to be duly executed by an authorized officer effective as of the date first above written.

KODIAK GROUP HOLDINGS CO.

by: 
Name: Philip C. Williamson
Title: Chairman, President and CEO

AGREED TO AND ACCEPTED BY:

W-D APPAREL COMPANY, LLC

by: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has caused this Assignment and Assumption Agreement to be duly executed by an authorized officer effective as of the date first above written.

KODIAK GROUP HOLDINGS CO.

by: _____

Name:

Title:

AGREED TO AND ACCEPTED BY:

W-D APPAREL COMPANY, LLC

by: _____

Name:

Title:

Laura C. Neagher
President

TRADEMARK

REEL: 006232 FRAME: 0781

SCHEDULE 1

PATENT REGISTRATIONS

U.S. Patent Registrations

Title	App. No.	Filing Date	Patent No.	Issue Date
Boot upper	29441046	12/31/2012	D686813	7/30/2013
Boot upper	29441048	12/31/2012	D686814	7/30/2013
Boot upper	29441050	12/31/2012	D686815	7/30/2013
Boot upper	29441051	12/31/2012	D686816	7/30/2013

TRADEMARK REGISTRATIONS

Country	Mark Name	Application Date	Application No.	Registration Date	Registration No.
AUSTRALIA	KODIAK	28 Jan 1975	284716	28 Jan 1975	284716
AUSTRALIA	TERRA	31 Aug 2016	1793398	31 Aug 2016	1793398
AUSTRALIA	TERRA	13 June 2003	957,592	13 June 2003	957,592
AUSTRALIA	WORKMAN DESIGN	31 Aug 2016	1793401	31 Aug 2016	1793401
AUSTRIA	KODIAK	27 Jan 1975	151/1975	27 Aug 1975	80698
AUSTRIA	WORKMAN DESIGN	17 Feb 2000	1078/2000	29 June 2000	AT189372
BELIZE	KODIAK	7 May 2003	1623.03	15 Aug 2003	1623.03
BELIZE	KODIAK and Bear Design	7 May 2003	1625.03	15 Aug 2003	1625.03
BELIZE	KODIAK and Design	7 May 2003	1626.03	15 Aug 2003	1626.03
BELIZE	KODIAK and Bear Design	7 May 2003	1624.03	15 Aug 2003	1624.03
BENELUX	KODIAK	14 Dec 2011	1238170	10 Apr 2012	0913494
BENELUX	KODIAK CANADA'S BOOT	13 Dec 2011	1238021	10 Apr 2012	0913698
BENELUX	WORKMAN & DESIGN	23 May 1995	0848703	1 Apr 1996	0572857
BENELUX	WORKMAN & DESIGN	16 Feb 2000	0957344	1 Apr 2001	0673982
CANADA	AERIS	8 Sept 2005	1271252	21 Sept 2006	TMA673113

Country	Mark Name	Application Date	Application No.	Registration Date	Registration No.
CANADA	BEAR CREEK ADVENTURE GEAR	29 Jan 1999	1003540	26 Feb 2001	TMA541569
CANADA	BEAR CREEK ADVENTURE GEAR (DESIGN)	1 Apr 1998	0874075	17 Dec 1999	TMA520698
CANADA	BEAR DESIGN	15 May 1984	0522060	16 June 1989	TMA357267
CANADA	BEAR'S HEAD & DESIGN	25 July 1983	0508185	12 Dec. 1986	TMA321518
CANADA	BEAR'S HEAD DESIGN	25 July 1983	0508184	16 Jan 1987	TMA322774
CANADA	BEAR'S HEAD DESIGN	15 May 1984	0522059	16 June 1989	TMA357266
CANADA	CLEANFEET	26 Apr 2010	1477774	30 Mar 2011	TMA794252
CANADA	CLEANFEET DESIGN	26 Apr 2010	1477776	30 Mar 2011	TMA794253
CANADA	COMFORT ZONE	26 July 1985	0546813	28 Nov 1986	TMA321015
CANADA	CROSS-GEL	16 Jun 2004	1220560	17 Aug 2005	TMA645873
CANADA	DRI-TAN	24 Nov 1983	0512753	13 Feb 1987	TMA323535
CANADA	DRI-TEC	12 Sept 2012	1593847	23 Apr 2014	TMA876224
CANADA	ECCE TERRA	16 Feb 2006	1290209	12 June 2007	TMA689614
CANADA	ECCE TERRA & DESIGN	16 Feb 2006	1290211	6 Feb 2009	TMA734071
CANADA	EXILE	24 Jan 2008	1380539	30 Sept 2009	TMA749013
CANADA	EXPERT AU TRAVAIL	31 May 2006	1303522	29 May 2008	TMA715415
CANADA	FOOTBED	31 Aug 1990	0665644	13 Mar 1992	TMA395585
CANADA	FOOTLITES	26 July 1985	0546814	19 Sept 1986	TMA318636
CANADA	GLO BY KODIAK	3 Nov 2011	1550549	22 Apr 2014	TMA876169
CANADA	GLO BY KODIAK & DESIGN	3 Nov 2011	1550550	22 Apr 2014	TMA876170
CANADA	GOOSE BOOTS	27 Sept 1982	0492711	14 Feb 1986	TMA311242
CANADA	GREB	21 July 1953	0220604	21 July 1953	UCA50953

Country	Mark Name	Application Date	Application No.	Registration Date	Registration No.
CANADA	GREB & DESIGN	31 Mar 1961	0261909	27 Oct 1961	TMA124116
CANADA	GREB & DESIGN	13 Sept 1972	0356966	1 Feb 1974	TMA197129
CANADA	GREB WATERPROOFS	25 June 1986	0565105	15 May 1987	TMA327709
CANADA	IMPRINTS	4 Jan 1980	0448484	19 Dec 1980	TMA254102
CANADA	ISECO	11 Mar 1985	0537631	10 Jan 1986	TMA310345
CANADA	ISECO DESIGN	16 Nov 2000	1082916	13 Jan 2003	TMA573465
CANADA	JOB RATED & MINER DESIGN	26 Jan 1998	0867255	12 Mar 1999	TMA509229
CANADA	JOB-RATED	21 Nov 1957	0243223	5 Feb 1960	TMA116856
CANADA	JOBRATED & WORKER DESIGN	16 Nov 2012	1602715	22 Apr 2014	TMA876181
CANADA	JOB-RATED BY GREB & DESIGN	22 Jan 1959	0249118	29 Apr 1960	TMA117761
CANADA	JOHN PALMER CO., LTD., MOOSE HEAD AND DESIGN	20 Feb 1902	0043168	20 Feb 1902	TMDA8220
CANADA	JOHN PALMER'S & DESIGN	20 Aug 1990	0664910	22 Nov 1991	TMA390614
CANADA	KODIAK	12 Sept 1972	03569018	18 May 1973	TMA191052
CANADA	KODIAK & BEAR DESIGN	23 Jan 1998	0867074	22 Nov 1999	TMA519670
CANADA	KODIAK & BEAR HEAD DESIGN (HALF MOON)	23 Jan 1998	0867076	11 Mar 1999	TMA509173
CANADA	KODIAK & BEAR HEAD DESIGN (SQUARE)	23 Jan 1998	0867077	16 Mar 1999	TMA509460
CANADA	KODIAK ALASKAN'S BEAR HEAD DESIGN	10 July 2007	1355044	25 Nov 2008	TMA729454
CANADA	KODIAK CANADA'S BOOT	6 May 1991	0681407	16 Apr 1993	TMA411152

Country	Mark Name	Application Date	Application No.	Registration Date	Registration No.
CANADA	KODIAK KLIMBERS	12 Dec 1984	0533168	14 Feb 1986	TMA311273
CANADA	KODIAK KLIMBERS & DEESIGN	28 Apr 1999	1013357	12 July 2001	TMA548034
CANADA	KODIAK REBEL	2 Feb 2012	1562441	28 Jan 2013	TMA841268
CANADA	KODIAK WILDERNESS & DESIGN	25 Mar 1996	0807789	25 Mar 1999	TMA509964
CANADA	KRYPTOE	5 Aug 2003	1186474	7 Oct 2004	TMA622093
CANADA	MONOLITH	3 July 1998	0883152	18 Aug 1999	TMA514767
CANADA	PALMER MCLELLAN & DESIGN	20 Aug 1990	0664908	29 Nov 1991	TMA390972
CANADA	PATHFINDER	18 Oct 1985	0550932	19 June 1987	TMA328914
CANADA	PATHFINDER	13 Dec 1993	0743196	2 Dec 1994	TMA436676
CANADA	PATHFINDER BY KODIAK	30 Aug 1994	0762906	15 Mar 1999	TMA509314
CANADA	PATHFINDER BY KODIAK & BEAR HEAD DESIGN (HALF MOON)	27 Apr 1999	1013278	12 July 2001	TMA548033
CANADA	PATHFINDER BY KODIAK & DESIGN	25 Mar 1996	0807788	24 Mar 1999	TMA509944
CANADA	PRO-FIT	5 July 2002	1145768	12 Dec 2003	TMA597367
CANADA	PROWORKER	9 Apr 1999	1011343	31 Oct 2000	TMA536318
CANADA	QUADAIR	5 July 2002	1145767	15 Dec 2003	TMA597471
CANADA	REPEL-X	7 Dec 2010	1506803	24 Nov 2011	TMA812567
CANADA	ROCKFIBRE	5 Aug 2003	1186473	1 Oct 2004	TMA621396
CANADA	ROCKFIBRE	22 Sept 2003	1191266	26 Sept 2005	TMA648960
CANADA	ROCKFIBRE & DESIGN	22 Sept 2003	1191265	3 Aug 2005	TMA645276
CANADA	ROCKFIBRE DESIGN	29 Sept 2003	1191882	12 Oct 2006	TMA674680
CANADA	SMELL OUT SCIENCE	12 June 2014	1680992	9 July 2015	TMA907964
CANADA	SOS SMELL OUT SCIENCE & DESIGN	12 June 2014	1680993	2 Dec 2015	TMA922031
CANADA	SURVIVORS	31 Aug 1977	0414940	12 Oct 1979	TMA236622

Country	Mark Name	Application Date	Application No.	Registration Date	Registration No.
CANADA	SURVIVORS	13 Dec 1993	0743240	2 Dec 1994	TMA436677
CANADA	SURVIVORS BY KODIAK	30 Aug 1994	0762907	25 Oct 1996	TMA465020
CANADA	SURVIVORS BY KODIAK	4 Dec 2002	1161013	9 Mar 2004	TMA604534
CANADA	SURVIVORS BY KODIAK & BEAR HEAD DESIGN (HALF MOON)	27 Apr 1999	1013277	12 July 2001	TMA548032
CANADA	SURVIVORS BY KODIAK & DESIGN	25 Mar 1996	0807787	13 May 1999	TMA511781
CANADA	swirl design in black	19 Jan 2011	1511903	7 Feb 2013	TMA842639
CANADA	TERRA	23 Nov 1979	0447118	25 July 1980	TMA248467
CANADA	TERRA	25 Sept 1981	0475982	10 Dec 1982	TMA274789
CANADA	TERRA	10 Nov 1997	0861119	29 Dec 1998	TMA505975
CANADA	TERRA	8 Sept 2005	1271253	11 Sept 2006	TMA672372
CANADA	TERRA (triangles) DESIGN	12 July 2006	1308837	8 June 2007	TMA689432
CANADA	TERRA CANADA'S TOUGHEST SAFETY BOOTS & Design	2 Sept 2004	1229125	21 June 2006	TMA666453
CANADA	TERRA FIRMA	24 Jan 2008	1380543	30 Sept 2009	TMA749012
CANADA	TERRA FIRMA-FLEX	24 Jan 2008	1380544	5 Nov 2009	TMA752320
CANADA	TERRA LES CHAUSSURES DESECURITE LES PLUS DURABLES AU CANADA & Design	2 Sept 2004	1229126	20 June 2006	TMA666362
CANADA	TERRA LITES	16 Mar 1995	0778081	29 Aug 1997	TMA481830
CANADA	TERRA LITES	10 Nov 1997	0861118	16 Mar 2000	TMA525109

Country	Mark Name	Application Date	Application No.	Registration Date	Registration No.
CANADA	TERRA NOVA	27 June 1977	0412461	10 Nov 1978	TMA230890
CANADA	TERRA NOVA	10 Nov 1997	0861120	17 Dec 1998	TMA505698
CANADA	TERRA QORE	24 Jan 2008	1380545	5 Oct 2009	TMA749416
CANADA	TERRA SPERE	2 Feb 2012	1562440	13 Feb 2013	TMA843139
CANADA	TERRA WORKMAN & DESIGN	16 Feb 2006	1290212	24 Nov 2008	TMA729263
CANADA	TERRA-LITES	7 Sept 1984	0528111	7 Feb 1986	TMA311188
CANADA	The word EXILE and design of curves and loops shown in black	14 Feb 2011	1515193	16 Apr 2014	TMA875854
CANADA	The word EXILE and design of curves and loops shown in black	14 Feb 2011	1515197	16 Apr 2014	TMA875860
CANADA	THERMA-TOE	13 Jan 1989	0623330	16 Feb 1990	TMA365562
CANADA	THIS IS KODIAK COUNTRY	5 June 1996	0814238	10 June 1997	TMA477429
CANADA	TIMBERLINE	17 Mar 1977	0408554	15 Feb 1980	TMA239951
CANADA	TIMBERLINE BY KODIAK & BEAR HEAD DESIGN (HALF MOON)	23 Jan 1998	0867075	30 Mar 1999	TMA510345
CANADA	TIMBERLINE GREB & DESIGN	30 Mar 1989	0628752	12 May 1995	TMA442646
CANADA	WILD SIDER	23 July 1990	0662708	13 Mar 1992	TMA395563
CANADA	WILD SIDER	16 Aug 1991	0688016	23 Oct 1992	TMA404108
CANADA	WILD SIDER & DESIGN	24 Feb 2012	1565708	9 Feb 2015	TMA896045
CANADA	WILDERNESS	25 Jan 1979	0434922	11 July 1980	TMA248028
CANADA	WILDERNESS	13 Dec 1993	0743242	2 Dec 1994	TMA436678
CANADA	WILDERNESS BY KODIAK			25 Nov 1996	TMA466239
CANADA	WORK AUTHORITY	16 Jan 2006	1286181	2 Feb 2011	TMA789436

Country	Mark Name	Application Date	Application No.	Registration Date	Registration No.
CANADA	WORK HARD PLAY HARD	23 Dec 2002	1163149	10 Mar 2005	TMA634890
CANADA	WORKMAN DESIGN	14 Feb 1995	0775445	29 Aug 1997	TMA481829
CHINA	KODIAK	5 June 2006	5396362	28 Sept 2009	5396362
CHINA	KODIAK & BEAR DESIGN	27 Mar 2002	3126969	28 Aug 2003	3126969
CHINA	KODIAK & BEAR HEAD DESIGN (HALF MOON)	27 Mar 2002	3126968	28 Aug 2003	3126968
CHINA	KODIAK & BEAR HEAD DESIGN (SQUARE)	27 Mar 2002	3126967	21 Aug 2003	3126967
COSTA RICA	KODIAK	11 Sept 1997	1997-0006615	8 Sept 1998	108954
DENMARK	KODIAK	13 Dec 2011	VA 2011 03535	13 Apr 2012	VR 2012 01003
DENMARK	KODIAK CANADA'S BOOT	9 Dec 2011	VA 2011 03530	12 Apr 2012	VR 2012 00994
DENMARK	WILD SIDER	3 Oct 1996	VA199605361	11 Apr 1997	VR199701624
DENMARK	WORKMAN DESIGN	3 Oct 1996	VA 1996 05362	11 Apr 1997	VR 1997 01625
EL SALVADOR	KODIAK	17 May 2013	20130184352	13 May 2015	187 Book 250
EUTM	KODIAK & BEAR HEAD DESIGN (HALF MOON)	11 Apr 1997	000509992	14 Dec 1998	000509992
EUTM	TERRA WORKMAN & DESIGN	3 Mar 2006	004939773	17 Nov 2009	004939773
FINLAND	KODIAK	16 Dec 2011	T201103743	15 May 2012	255408
FINLAND	KODIAK CANADA'S BOOT	13 Dec 2011	254747	29 Feb 2012	254747
FRANCE	KODIAK	17 May 1985	1340098	27 June 1986	1340098
FRANCE	KODIAK CANADA'S BOOT	9 Dec 2011	3880616	30 Mar 2012	3880616
FRANCE	WORKMAN DESIGN	6 Jun 1995	95579242	6 July 1995	95579242
GERMANY	KODIAK	24 Jan 1975	G23611	9 Dec 1975	938784

Country	Mark Name	Application Date	Application No.	Registration Date	Registration No.
GERMANY	KODIAK CANADA'S BOOT	12 Dec 2011	3020110665486	4 Jan 2012	302011066548
GERMANY	WORKMAN DESIGN	10 Jun 1995	395241960	12 Sept 1996	39524196
GUATEMALA	KODIAK	26 May 2010	03667	24 Apr 2012	182733
HONG KONG	KODIAK	19 Aug 2016	303877147	19 Aug 2016	303877147
HONG KONG	KODIAK & DEVICE (BEAR HEAD)	21 Mar 1997	1998B08814	21 Mar 1997	1998B08814
HONG KONG	OFF SET BEAR HEAD DESIGN	19 Aug 2016	303877156	19 Aug 2016	303877156
IRELAND	WORKMAN DESIGN	24 May 1995	173730	13 Aug 1997	173730
ITALY	KODIAK	08 Apr 1975	TO1975C999999	25 August 2015	0001645473
ITALY	KODIAK CANADA'S BOOT	14 Dec 2011	TO2011C003862	9 July 2012	0001501617
ITALY	TERRA	14 Dec 2011	TO2011C003861	9 July 2012	0001501616
ITALY	WORKMAN DESIGN	11 Jun 1995	TO2005C002255	17 Jun 1997	0001174642
JAPAN	KODIAK & BEAR HEAD DESIGN (SQUARE)	24 Jun 1996	H08-069470	31 Oct 1997	4077001
JAPAN	BEAR HEAD DESIGN	25 Oct 1996	H08-121183	10 July 1998	4164466
JAPAN	BEAR HEAD WITH DESIGN	17 Dec 1996	H08-142556	24 Apr 1998	4138228
JAPAN	FOOTPRINT DESIGN	25 Aug 2016	2016-093021	19 May 2017	5948127
JAPAN	K O D I A K \	11 Jun 1996	H08-063520	13 Feb 1998	4113894
JAPAN	K O D I A K \	30 Aug 1996	H08-097667	3 Apr 1998	4130782
JAPAN	K O D I A K \	7 Oct 1996	H08-113289	24 Apr 1998	4138195
JAPAN	K O D I A K \	19 Mar 1997	H09-030028	26 Feb 1999	4242971
JAPAN	KODIAK	25 Aug 2016	2016-093019	19 May 2017	5948125
JAPAN	KODIAK	3 July 1981	S56-056147	29 Jun 1994	2682064
JAPAN	KODIAK & BEAR HEAD DESIGN	13 July 1993	H05-074250	25 Dec 1996	3236502

Country	Mark Name	Application Date	Application No.	Registration Date	Registration No.
JAPAN	KODIAK & BEAR HEAD DESIGN (HALF MOON)	13 July 1993	H05-074249	31 Oct 1996	3207394
JAPAN	OFF SET BEAR HEAD DESIGN	25 Aug 2016	2016-093020	19 May 2017	5948126
JAPAN	WORKMAN DESIGN	29 May 1995	H07-052143	4 July 1997	3328431
KAZAKHSTAN	KODIAK	23 Jan 2007	37637	15 May 2009	28892
KAZAKHSTAN	TERRA	25 Jan 2007	37652	15 Sept 2010	33676
MEXICO	KODIAK	15 Apr 1999	371462	27 Feb 2003	780704
NICARAGUA	KODIAK	10 Oct 2012	2012-003590	6 Mar 2014	2014102661 LM
NICARAGUA	KODIAK	7 Dec 2001	2001-004373	19 Jun 2002	54501
NICARAGUA	KODIAK and Design	7 Dec 2001	2001-004374	19 Jun 2002	54502
NICARAGUA	KODIAK and Bear Design	7 Dec 2001	2001-004375	19 Jun 2002	54503
NICARAGUA	KODIAK and Bear Design	7 Dec 2001	2001-004376	19 Jun 2002	54504
NORWAY	KODIAK	13 Dec 2011	201114217	10 Apr 2012	264840
NORWAY	KODIAK CANADA'S BOOT	12 Dec 2011	201114177	2 Apr 2012	264799
NORWAY	TERRA	12 Dec 2011	201114174	8 May 2012	265370
NORWAY	TERRA WORKMAN DESIGN	7 Mar 2006	200602417	6 Nov 2006	236085
PANAMA	KODIAK	20 Aug 1999	102364	29 Sept 1999	102364 01
PANAMA	KODIAK	20 Aug 1999	102364-01	20 Aug 1999	102364
REPUBLIC OF KOREA (SOUTH)	BEAR HEAD DESIGN	12 Aug 2014	40-2014-0054443	19 Jun 2015	4011129370000
RUSSIAN FEDERATION	KODIAK	27 Nov 2006	2006734257	21 Mar 2008	346237
RUSSIAN FEDERATION	TERRA	27 Nov 2006	2006734256	8 Dec 2008	366828
SAUDI ARABIA	KODIAK	30 Dec 2014	1436005631	29 July 2015	1436005631

Country	Mark Name	Application Date	Application No.	Registration Date	Registration No.
SAUDI ARABIA	KODIAK & BEAR HEAD DESIGN (HALF MOON)	30 Dec 2014	1436005633	29 July 2015	1436005633
SWEDEN	KODIAK	15 Dec 2011	2011/09696	30 Mar 2012	0504594
SWEDEN	KODIAK CANADA'S BOOT	15 Dec 2011	2011/09695	30 Mar 2012	0504593
SWEDEN	TERRA	3 Oct 1996	1996/09023	19 Sept 1997	0324853
SWEDEN	WILD SIDER	3 Oct 1996	1996/09024	31 Oct 1997	0325368
SWEDEN	WORKMAN DESIGN	3 Oct 1996	1996/09025	31 Oct 1997	0325369
SWITZERLAND	KODIAK	24 Jan 1975	00390/1975	11 Apr 1975	3P-275833
SWITZERLAND	KODIAK CANADA'S BOOT	13 Dec 2011	63989/2011	27 Apr 2012	628892
SWITZERLAND	TERRA & DESIGN	3 Oct 2006	58860/2006	18 Dec 2006	P-553491
SWITZERLAND	TERRA WORKMAN & DESIGN	2 Mar 2006	51899/2006	3 May 2006	P-545580
SWITZERLAND	WORKMAN DESIGN	22 May 1995	07739/1995	7 Aug 1996	2P-429207
TAIWAN	BEAR HEAD DESIGN	11 Aug 2014	103046037	1 Apr 2015	01699421
TAIWAN	KODIAK	11 Aug 2014	103046036	16 Mar 2016	01759143
TAIWAN	OFF SET BEAR HEAD DESIGN	20 July 2016	105041857	16 Mar 2017	01829247
UNITED ARAB EMIRATES	BEAR HEAD DESIGN	12 Oct 2014	219366		219366
UNITED ARAB EMIRATES	KODIAK	12 Oct 2014	219365		219365
UNITED KINGDOM	JOBRATED & WORKER DESIGN	4 Jun 2015	UK00003111849	4 Sept 2015	3111849
UNITED KINGDOM	TERRA-LITES	6 Nov 1991	UK00001431546	28 Aug 1992	UK00001481546
UNITED KINGDOM	WORKMAN DESIGN	23 May 1995	UK00002021324	22 Mar 1996	UK00002021324
UNITED STATES	AXLE	20 Mar 2013	85881886	24 Jun 2014	4557010
UNITED STATES	BRAWN	20 Mar 2013	85881894	24 Jun 2014	4557011

Country	Mark Name	Application Date	Application No.	Registration Date	Registration No.
UNITED STATES	CLEANFEET	6 Nov 2012	85772744	15 Oct 2013	4417252
UNITED STATES	CLEANFEET (Design)	6 Nov 2012	85772425	15 Oct 2013	4417251
UNITED STATES	DESIGN ONLY (BEAR DESIGN)	16 Dec 1992	74341957	17 Jun 1997	2072032
UNITED STATES	DESIGN ONLY (BEAR DESIGN)	19 July 1993	74414563	3 Mar 1998	2141178
UNITED STATES	DESIGN ONLY (BEAR HEAD DESIGN)	25 Mar 1985	73528607	5 Nov 1985	1369159
UNITED STATES	DESIGN ONLY (BEAR HEAD DESIGN)	16 Dec 1992	74341955	1 Aug 1995	1909304
UNITED STATES	HEAT PLUS	20 Mar 2013	85881869	21 Oct 2014	4625635
UNITED STATES	JOB-RATED	28 May 2013	85943422	18 Nov 2014	4641999
UNITED STATES	JOBRATED & WORKER DESIGN	25 Jan 2013	85832983	11 Nov 2014	4635136
UNITED STATES	KODIAK	29 Jun 1954	71669085	20 Sept 1955	612615
UNITED STATES	KODIAK	2 May 2003	78244841	25 May 2004	2844870
UNITED STATES	KODIAK	25 Mar 1985	73528602	23 Sept 1986	1410589
UNITED STATES	KODIAK & BEAR HEAD DESIGN (HALF MOON)	10 Mar 1998	75447802	13 Jun 2000	2356554
UNITED STATES	KODIAK & BEAR HEAD DESIGN (SQUARE)	10 Mar 1998	75447823	13 Jun 2000	2356555
UNITED STATES	KODIAK CANADA'S BOOT	4 Nov 1997	75384599	2 Apr 2002	2554456
UNITED STATES	PACE	20 Mar 2013	85881899	24 Jun 2014	4557012
UNITED STATES	REPEL-X	13 Apr 2012	85597300	11 Jun 2013	4348934
UNITED STATES	TERRA	6 Jun 2000	76064323	8 May 2001	2449316
UNITED STATES	TERRA-LITES	6 July 1988	73738465	4 Apr 1989	1533248
UNITED STATES	THERMA-TOE	6 July 1989	73811009	2 Oct 1990	1615801

Country	Mark Name	Application Date	Application No.	Registration Date	Registration No.
UNITED STATES	TRUXX	20 Mar 2013	85881904	2 Sept 2014	4598140
UNITED STATES	WILD SIDER	21 Dec 1990	74125403	29 Mar 1994	1828903
UNITED STATES	WORKMAN DESIGN	19 Apr 1995	74663162	24 Feb 1998	2138114

SCHEDULE 2
(Kodiak Group Holdings Co.)

PATENT APPLICATIONS

U.S. Design Patent Applications

Title	App. No.	Filing Date
Boot Design (Dixon)	29617969	09/18/2017
Shoe Design (Braak)	29617958	09/18/2017

TRADEMARK APPLICATIONS

Country	Mark Name	Application Date	Application No.
BRAZIL	TERRA	29 Nov 2016	911980245
BRAZIL	WORKMAN DESIGN	29 Nov 2016	911980474
BRUNEI DARUSSALAM	KODIAK	12 Apr 2017	TM/48773
BRUNEI DARUSSALAM	OFF SET BEAR HEAD DESIGN	12 Apr 2017	TM/48772
CANADA	EXO-LITE	6 AUG 2014	1688431
CANADA	EXO-LITE DESIGN	6 Aug 2014	1688432
CANADA	OFF SET BEAR HEAD DESIGN	18 July 2016	1791874
CHINA	BEAR HEAD & DESIGN	28 Sept 2009	7732707
CHINA	KODIAK	28 Sept 2009	7732647
CHINA	KODIAK	27 Mar 2002	3126972
CHINA	KODIAK	27 Mar 2002	3126970
CHINA	KODIAK	27 Mar 2002	3126971
ECUADOR	KODIAK	7 Oct 2012	24625
EGYPT	TERRA	26 Jan 2017	346476
EGYPT	TERRA	26 Jan 2017	346477
EGYPT	WORKMAN DESIGN	26 Jan 2017	346478
EGYPT	WORKMAN DESIGN	26 Jan 2017	34679
JAPAN	TERRA	25 Aug 2016	2016-093018
REPUBLIC OF KOREA (SOUTH)	BEAR HEAD DESIGN	16 Aug 2016	40-2016-0062339
REPUBLIC OF KOREA (SOUTH)	KODIAK	24 Sept 2014	40-2014-0054130
SINGAPORE	KODIAK	9 May 2017	40201708403W

Country	Mark Name	Application Date	Application No.
SINGAPORE	OFF SET BEAR HEAD DESIGN	9 May 2017	40201708405Y
UNITED STATES	OFF SET BEAR HEAD DESIGN	20 Dec 2016	87274592