

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460266

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/10/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arctic Design Corp.		01/31/2018	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	Active Sports, Inc.
Street Address:	250 Parkway Drive, Suite 270
City:	Lincolnshire
State/Country:	ILLINOIS
Postal Code:	60069
Entity Type:	Corporation: MINNESOTA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	87284444	ARCTIC BLUE
Serial Number:	87517516	PROLOFT
Serial Number:	87517500	PROLOFT
Serial Number:	87433846	WINDSHIELD
Serial Number:	87433729	HEATSHIELD
Serial Number:	87433537	SHIELDTEX
Serial Number:	87517705	CHAMONIX COLLECTION
Serial Number:	87517690	CHAMONIX
Serial Number:	87434571	TRISHIELD
Serial Number:	87434559	TRISHIELD
Serial Number:	87433783	DRISHIELD
Serial Number:	87433507	SHIELDTEX
Serial Number:	87433861	WINDSHIELD
Serial Number:	87433699	HEATSHIELD
Serial Number:	87433665	COLD SHIELD
Serial Number:	87433594	COLD SHIELD
Serial Number:	87433087	COMFORT SHIELD
Serial Number:	87433038	COMFORT SHIELD

OP \$515.00 87284444

Property Type	Number	Word Mark
Serial Number:	87252666	ARCTIC DESIGN
Serial Number:	87433799	DRISHIELD

CORRESPONDENCE DATA

Fax Number: 8474410911

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: 8474419100

Email: pto@nealmcdevitt.com, apierce@nealmcdevitt.com

Correspondent Name: Nicholas G. de la Torre

Address Line 1: 1776 Ash Street

Address Line 4: Northfield, ILLINOIS 60093

ATTORNEY DOCKET NUMBER:	63193.00444
NAME OF SUBMITTER:	Nicholas G. de la Torre
SIGNATURE:	/ngt/
DATE SIGNED:	01/31/2018

Total Attachments: 3

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NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

This NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS (the "Assignment") is made by Arctic Design Corp., a Minnesota corporation ("Assignor"), to Active Sports, Inc., a Minnesota corporation ("Assignee").

WHEREAS, Assignor and Active Boarder Corp., a Minnesota corporation ("Active Boarder"), entered into that certain Asset Purchase Agreement dated July 10, 2017 (as it may be amended, modified or supplemented from time to time, the "Active Boarder Agreement"), whereby Assignor agreed to convey all assets of Assignor to Active Boarder;

WHEREAS, simultaneously with the execution of the Active Boarder Agreement, Active Boarder and Assignee entered into that certain Asset Purchase Agreement of even date therewith (as it may be amended, modified or supplemented from time to time, the "Active Sports Agreement" and together with the Active Boarder Agreement, the "Asset Purchase Agreements"), whereby Active Boarder agreed to convey all assets of Active Boarder to Assignee;

WHEREAS, Assignor owns certain trademarks and services marks including, but not limited to, those set forth on Schedule A attached hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, the Trade Marks Office of Canada and/or the European Union Intellectual Property Office, (together with all common law rights therein and renewals thereof, collectively, the "Trademarks" and/or the "Assigned Marks"); and

WHEREAS, to effectuate the conveyances contemplated by the Asset Purchase Agreements, Assignee, Assignor and Active Boarder desire that Assignor assign directly to Assignee all of Assignor's right, title and interest in and to the Assigned Marks.

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

Assignor does hereby transfer, assign, convey and deliver to Assignee, free and clear of any and all liens and encumbrances, *nunc pro tunc*, now for then, effective as of July 10, 2017 (i) all right, title and interest of Assignor in, to and under the Assigned Marks and all goodwill of the business connected with the use of, and symbolized by, the Assigned Marks, (ii) all past, present and future claims and causes of action arising out of or relating to any infringement, dilution or other violation or impairment of the foregoing, and the right to sue or otherwise recover therefor, (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect the any of the foregoing, (iv) all rights of priority associated with the foregoing, and (v) all other rights accruing thereunder or pertaining thereto throughout the world, the same to be held and enjoyed by Assignee, and its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes and requests that the Commissioner for Trademarks record Assignee as the assignee and owner of record for each of the Assigned Marks.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Minnesota without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Minnesota applicable hereto.

This Assignment may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the Execution Date.

ARCTIC DESIGN CORP.

By: 

Name: Steve Poindexter

Title: President

Execution Date: 1-31-18

ACTIVE BOARDER CORP.

By: 

Name: STEVE POINDEXTER

Title: PRES.

Execution Date: 1-31-18

ACTIVE SPORTS, INC.

By: 

Name: Brent Moody

Title: COO/CLO

Execution Date: 1/31/2018

TRADEMARK

REEL: 006262 FRAME: 0620

SCHEDULE A

Trademark	Country	App. No.	Reg. No.	Status
ARCTIC BLUE	United States of America	87284444		ITU - pending
PROLOFT	United States of America	87517516		Abandoned
PROLOFT	United States of America	87517500		Abandoned
WINDSHIELD	United States of America	87433846		ITU - pending
HEATSHIELD	United States of America	87433729		ITU - pending
SHIELDTEX	United States of America	87433537		ITU - pending
CHAMONIX COLLECTION	United States of America	87517705		ITU - pending
CHAMONIX	United States of America	87517690		ITU - pending
TRISHIELD	United States of America	87434571		ITU - pending
TRISHIELD	United States of America	87434559		ITU - pending
DRISHIELD	United States of America	87433783		ITU - pending
SHIELDTEX	United States of America	87433507		ITU - pending
WINDSHIELD	United States of America	87433861		ITU - pending
HEATSHIELD	United States of America	87433699		ITU - pending
COLD SHIELD	United States of America	87433665		ITU - pending
COLD SHIELD	United States of America	87433594		ITU - pending
COMFORT SHIELD	United States of America	87433087		ITU - pending
COMFORT SHIELD	United States of America	87433038		ITU - pending
ARCTIC DESIGN	United States of America	87252666		ITU - pending
DRISHIELD	United States of America	87433799		ITU - pending