

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463170

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 Aldo Group Inc.		10/13/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Recollect Threads Ltd		
Doing Business As:	Cirque Mountain Apparel		
Street Address:	211 Eagle Road		
Internal Address:	PO Box 9691		
City:	Avon		
State/Country:	COLORADO		
Postal Code:	81620		
Entity Type:	Sole Proprietorship: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85010894	LOCALE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	970-376-2377		
Email:	alex@cirquemtn.com		
Correspondent Name:	Alex Biegler`		
Address Line 1:	PO Box 9691		
Address Line 4:	Avon, COLORADO 81620		
NAME OF SUBMITTER:	Alex Biegler		
SIGNATURE:	/alex bieglер/		
DATE SIGNED:	02/23/2018		
Total Attachments: 2			
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OP \$40.00 85010894

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made as of this 13th day of October 2017 (the "Effective Date"), by and between The Aldo Group Inc., having its principal place of business at 2300, rue Émile-Bélanger, Saint-Laurent, Québec, H4R 3J4, Canada ("Assignor"), and Recollect Threads LTD, dba Cirque Mountain Apparel, having its principal place of business at 211 Eagle Road, Avon, Colorado, 81620, United States ("Assignee").

WHEREAS Assignor is the owner of the trademark LOCALE that is registered in the United States Patent and Trademark Office under Registration No. 4,239,995 dated November 13, 2012 ("Trademark").

WHEREAS Assignee desires to acquire all of Assignor's rights in the Trademark and any goodwill associated therewith; and

WHEREAS Assignor has accepted to transfer all of its rights in and to the Trademark to Assignee.

NOW, THEREFORE, the parties agree as follows:


1. In consideration of the sum of five thousand Canadian dollars (\$5,000.00 CAD) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor irrevocably assigns and transfers to Assignee all of the Assignor's right, title and interest in and to the Trademark along with any goodwill associated with the use of the Trademark.
2. Assignor acknowledges that the Trademark include, without limitation, all rights to use, modify and exploit the Trademark; the right to exclude others from using the Trademark; the right to license, assign, convey, and pledge the Trademark to others; the right to sue others and to collect damages for past, present and future infringements of the Trademark; and the right to file and prosecute applications to protect rights in the Trademark.
3. Assignee will record the assignment of the Trademark as it deems necessary and at its sole expense. Assignor will take all additional steps and execute additional documents as reasonably requested by Assignee to perfect this assignment and/or register this assignment with the proper state and local regulatory agencies and authorities. Assignor shall also furnish Assignee with the original certificate covering the Trademark.
4. ASSIGNOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARK OR ANY RELATED MATERIALS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS" AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. IN NO EVENT WILL ASSIGNOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE USE OF THE TRADEMARK, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

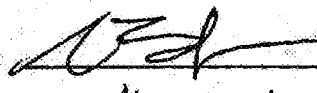
5. All notices, consents or other communications related to this Agreement or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the mailing addresses stated above.
6. This Agreement shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction.
7. This Agreement may not be amended except by a writing executed by the parties hereto.
8. This Agreement is governed by, and shall be construed and interpreted in accordance with the laws of the State of New York and the federal laws of the United States, applicable therein.
9. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.
10. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other party. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form or by any other electronic means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

THE ALDO GROUP INC.

RECOLLECT THREADS LTD


 Name: NATHAN CRAY
 Title: VP, Integration + Operations


 Name: Alex Bigler
 Title: Owner/CEO