

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463375

<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>
Earth Sports, LLC		01/30/2018	Corporation: ILLINOIS
Rudolf Mayer		01/30/2018	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Uncle Dan's, Ltd.		
<b>Street Address:</b>	250 Parkway Drive, Suite 270		
<b>City:</b>	Lincolnshire		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60069		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3077640	EREHWON	
<b>Serial Number:</b>	87708076	EREHWON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8474419100		
<b>Email:</b>	pto@nealmcdevitt.com		
<b>Correspondent Name:</b>	Richard B. Biagi/Neal & McDevitt, LLC		
<b>Address Line 1:</b>	1776 Ash Street		
<b>Address Line 4:</b>	Northfield, ILLINOIS 60093		
<b>ATTORNEY DOCKET NUMBER:</b>	63273-00015		
<b>NAME OF SUBMITTER:</b>	Richard B. Biagi		
<b>SIGNATURE:</b>	/Richard B. Biagi/		
<b>DATE SIGNED:</b>	02/26/2018		
<b>Total Attachments: 5</b>			
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## QUITCLAIM TRADEMARK ASSIGNMENT

THIS QUITCLAIM TRADEMARK ASSIGNMENT (“Assignment”) is effective this 30 day of January, 2018, by and between Earth Sports, LLC an Illinois limited liability company d/b/a Erehwon Mountain Outfitter with its principal place of business at 551 West Golf Road, Arlington Heights, Illinois 60005 and Rudolf Mayer, an individual who resides at 707 Newcastle Lane, Prospect Heights, Illinois 60070 (hereinafter collectively the “Assignors”) and Uncle Dan’s, Ltd., an Illinois corporation with its principal place of business at 250 Parkway Drive, Suite 270, Lincolnshire, Illinois 60069 (“Assignee”).

WHEREAS, Assignors are the owners of all right, title and interest in and to certain trademarks and service marks used by Assignors whether now or in the past, including, but not limited to, those set forth on Schedule “A”, attached hereto (the “Marks”);

WHEREAS, Assignor and Assignee and/or their affiliated entities are parties to an Asset Purchase Agreement, dated December 29, 2017 (as it may be amended, modified or supplemented from time to time, the “Asset Purchase Agreement”), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement); and

WHEREAS, Assignee desires to acquire all of Assignor’s rights, title, and interest in and to the Marks including, but not limited to, all common law rights associated therewith, together with the goodwill of the business symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignors hereby assign, transfer and convey by quitclaim to Assignee any and all rights, title, and interest Assignors may now have or have ever had at common law or otherwise in the Marks, together with the portion and goodwill of the Business for which the Marks are intended to be used and that is symbolized by the Marks, throughout the world, along with all claims for and right to recover for damages and profits for any past, present or future infringements or other unauthorized use thereof, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, and including all other benefits and value normally associated with the Marks.
2. Further Assurances. The parties agree to take all other steps and execute all other documents required to effectuate and evidence the foregoing quitclaim assignment, subject to reasonable review and approval by each party’s counsel, which such approval shall not be unreasonably withheld, conditioned, or delayed.
3. Asset Purchase Agreement. This Assignment is subject to the terms and conditions set forth in the Asset Purchase Agreement and nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties under the Asset Purchase Agreement.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Illinois 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 Illinois applicable hereto.

5. Counterparts. 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.

6. Amendment and Modification. Buyer and Seller may amend, modify and supplement this Assignment of Intellectual Property in such manner as may be agreed upon by them in writing.

7. No Waiver. No waiver by any party of the performance or satisfaction of any covenant or condition shall be valid unless in writing and shall not be considered to be a waiver by such party of any other covenant or condition hereunder.

*[Remainder of Page Intentionally Left Blank. Signature Page Follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Quitclaim Trademark Assignment to be executed by a duly authorized member as of the day set forth below.

**ASSIGNORS:**

Earth Sports, LLC an Illinois limited liability company d/b/a Erehwon Mountain Outfitter

By: *Rudolph Mayer*  
Name: Rudolph Mayer  
Title: Manager

*Rudolph Mayer*  
RUDOLF MAYER

**ASSIGNEE:**

Uncle Dan's, Ltd., an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Quitclaim Trademark Assignment to be executed by a duly authorized member as of the day set forth below.

**ASSIGNORS:**

Earth Sports, LLC an Illinois limited liability company d/b/a Erehwon Mountain Outfitter

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
RUDOLF MAYER

**ASSIGNEE:**

Uncle Dan's, Ltd., an Illinois corporation

By: Bret Meedy  
Name: Bret Meedy  
Title: Chief Operating & Legal Officer

SCHEDULE A

Common Law Trademarks

- EREHWON
- EREHWON MOUNTAIN OUTFITTER
- SERVING ADVENTURE



United States Trademark Registrations and Applications

<i>Mark</i>	<i>Serial No./Reg. No.</i>	<i>Status</i>
EREHWON	3,077,640	Cancelled Registration
EREHWON	87/708,076	Pending Application