

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM465855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhyne Packaging Company		02/12/2003	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Tom Bowers		
Street Address:	5700 Knotty Pine Drive		
City:	Ooltewah		
State/Country:	TENNESSEE		
Postal Code:	37363		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76406480	ATHLON	
CORRESPONDENCE DATA			
Fax Number:	4237858480		
<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:	423-756-6600		
Email:	patty.liner@millermartin.com		
Correspondent Name:	Patricia P. Liner		
Address Line 1:	832 Georgia Avenue		
Address Line 2:	Suite 1200 Volunteer Building		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	29917-0001		
NAME OF SUBMITTER:	Patricia P. Liner		
SIGNATURE:	/Patricia P. Liner/		
DATE SIGNED:	03/15/2018		
Total Attachments: 2			
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Trademark Assignment Agreement

This Agreement is by and between RHYNE PACKAGING COMPANY, a Tennessee corporation, having a principal place of business located at 2413 Vance Avenue, Chattanooga, Tennessee 37404 ("Assignor") and TOM BOWERS, located at 5700 Knotty Pine Drive, Ooltewah, Tennessee 37363 ("Assignee").

WHEREAS, Assignor is the owner of the trademark in and to the term, ATHLON, however rendered, when used in connection with apparel (including all right, title, and interest in and to that certain application before the U.S. Patent and Trademark Office bearing Serial No. 76/406,480), along with all goodwill therein (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark, along with all goodwill therein.

NOW, the parties agree as follows:

1. **Assignment:** Assignor does hereby irrevocably assign to Assignee all rights, title and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark, along with all goodwill of the business in connection with which the Trademark is used. Assignor further irrevocably assigns to Assignee all rights, title and interest that Assignor may have in any particular stylization or rendering of the Trademark, including all rights of copyright in and to the designs developed for use with the Trademark.

2. **Representations and Warranties:** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all rights, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgement or order inconsistent with the terms of this Agreement.

3. **Attorney's Fees:** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

4. **Entire Agreement:** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous, written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. **Amendment:** This Agreement may be amended only by a writing signed by both parties.

6. **Severability:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. **Agreement to Perform Necessary Acts:** Both parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement; to confirm effect, enable, or evidence the assignment herein and the full enjoyment by Assignee of the rights, title and interest transferred herein; and to effect recordal of the assignment to and ownership by Assignee of the Trademark and the application serial number 76/406,480, including but not limited to the outstanding Office Action sent to Assignor by the U.S. Patent and Trademark Office. Said Office Action will be forwarded to Assignee by Assignor upon execution of this Agreement. Assignor agrees that it shall not adopt any mark, logo, device, or image that is similar to, calls to mind, infringes, or may dilute the Trademark or any intellectual property rights therein.

8. **Governing Law:** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

RHYNE PACKAGING COMPANY

TOM BOWERS

Signature

Signature

Title

Title

Date: FEBRUARY 12, 2003

Date: February 12, 2003