900450919 05/16/2018

900450919

05/16/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM474205

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

-	Name	Formerly	Execution Date	Entity Type
-	LFS, Inc.		05/14/2016	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	Bellingham Glove, Inc.	
Street Address: 5305 Distriplex Farms Drive		
Internal Address:	c/o Radians, Inc.	
City:	Memphis	
State/Country:	TENNESSEE	
Postal Code:	38141	
Entity Type:	Corporation: NEVADA	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark	
Registration Number:	4443829	NEARLY NAKED	
Registration Number:	4569792	GLOVES FOR BIG JOBS	
Registration Number:	3890800	BELLINGHAM	
Registration Number:	3965428	DUCKYI	
Registration Number:	4862586	NICELY NIMBLE	
Registration Number:	4951534	GARD WARE	
Registration Number:	4979693	BELLINGHAM ECO MASTER	
Registration Number:	5055740	PCT	
Registration Number:	3135191	NITRILE TOUCH	
Registration Number:	3135192	NITRILE TOUGH	

CORRESPONDENCE DATA

Fax Number:

9015770866

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:

9015778166

Email:

nberkowitz@bakerdonelson.com

Correspondent Name:

Nicole D. Berkowitz

Address Line 1:

165 Madison Avenue, Suite 2000

Address Line 4: Mem	Memphis, TENNESSEE 38103	
NAME OF SUBMITTER:	Nicole D. Berkowitz	
SIGNATURE:	/Nicole D. Berkowitz/	
DATE SIGNED:	05/16/2018	

Total Attachments: 3

source=LFS Trademark Assignment (2)#page1.tif source=LFS Trademark Assignment (2)#page2.tif source=LFS Trademark Assignment (2)#page3.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment is furnished pursuant to, and is subject to, that certain Asset Purchase Agreement dated as of April 20, 2018 (the "Purchase Agreement") by and among Bellingham Glove, Inc., a Nevada corporation ("Buyer") and LFS, Inc., a Washington corporation ("Seller"). Capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Purchase Agreement and the schedules and exhibits incorporated therein.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with effect as of the Effective Time as set forth in the Purchase Agreement, Seller hereby grants, bargains, sells, conveys, delivers, assigns, and transfers to Buyer, and Buyer hereby purchases and accepts from Seller the following trademark registrations, free and clear of all Encumbrances, together with the goodwill of the business associated with such trademarks (the "Registered Trademarks"):

Nearly Naked®	U.S. Trademark Reg. No. 4443829
Gloves for Big Jobs ® and Design	U.S. Trademark Reg. No. 4569792
Bellingham® and Design	U.S. Trademark Reg. No. 3890800
Ducky!®	U.S. Trademark Reg. No. 3965428
Nicely Nimble®	U.S. Trademark Reg. No. 4862586
Gard Ware®	U.S. Trademark Reg. No. 4951534
Bellingham Eco Master®	U.S. Trademark Reg. No. 4979693
PCT®	U.S. Trademark Reg. No. 5055740
Nitrile Touch®	U.S. Trademark Reg. No. 3135191
Nitrile Tough®	U.S. Trademark Reg. No. 3135192
Ducky!®	Canada Trademark No. 820263

To the extent that any provision of this Trademark Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

4852-9410-7491 v4 2921440-000021

Seller, for itself and its successors and assigns, by this Trademark Assignment, covenants and agrees that it and its successors and assigns shall execute and deliver, or shall cause to be executed and delivered, such other instruments of transfer and conveyance and other documents and take such other actions as Buyer may reasonably request to vest in Buyer and its successors and assigns the Intellectual Property Assets, including the disclosure to Buyer of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, and assignments.

TO HAVE AND TO HOLD the Registered Trademarks unto Buyer, its successors and assigns, forever.

[Signature Page Follows]

4852-9410-7491 v4 2921440-000021

IN WITNESS WHEREOF, Seller has caused this Trademark Assignment to be executed by one of its duly authorized officers as of the Effective Time.

LFS, INC.

Mame: Joseph L. Bundrant

Title: Chief Executive Officer

Signature Page to Trademark Assignment

RECORDED: 05/16/2018