

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476797

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	04/30/2018

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
32 North Corporation		04/30/2018	Corporation: MAINE

## RECEIVING PARTY DATA

<b>Name:</b>	Implus Footcare, LLC
<b>Street Address:</b>	2001 TW Alexander Drive, Box 13925
<b>City:</b>	Durham
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27709
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	5439388	MACRO
Serial Number:	87410217	STABIL MAXX2
Registration Number:	5361017	STABILICERS MACRO
Registration Number:	5356273	STABIL STRIPGRIPS
Registration Number:	4759742	STABIL
Registration Number:	4759740	
Registration Number:	4759741	STABIL
Registration Number:	4638369	STABILGRIPPERS
Registration Number:	4629192	TURFGRABBERS
Registration Number:	4358103	
Registration Number:	3205921	STABILICERS
Registration Number:	2926372	TRACTION GEAR
Registration Number:	3835495	STAT-A-REST
Registration Number:	3844754	STUDED SNOW TIRES FOR YOUR FEET
Registration Number:	2842301	32NORTH
Registration Number:	1677707	STABILICERS
Registration Number:	2016527	STANDALLS
Registration Number:	4111280	INSTA GOLF SHOES

OP \$465.00 5439388

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** bryce.maynard@bipc.com**Correspondent Name:** Bryce J. Maynard**Address Line 1:** 1737 King Street, Suite 500**Address Line 2:** Buchanan Ingersoll & Rooney PC**Address Line 4:** Alexandria, VIRGINIA 22314

<b>NAME OF SUBMITTER:</b>	Bryce J. Maynard
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<b>SIGNATURE:</b>	/Bryce J. Maynard/
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<b>DATE SIGNED:</b>	06/05/2018
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is effective as of April 30, 2018, by and between 32 North Corporation, a Maine corporation located and doing business at 16 Pomerleau Street, Biddeford, Maine, 04007 (the "Seller") and Implus Footcare, LLC, a Delaware limited liability company located and doing business at 2001 TW Alexander Drive, Box 13925, Durham, North Carolina, 27709 (the "Buyer"). Capitalized terms used herein that are defined in the Asset Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Asset Purchase Agreement unless otherwise defined herein.

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement dated as of April 30, 2018 (the "Asset Purchase Agreement");

WHEREAS, Seller is the owner of the patents, trademark registrations, trademark applications, and domain names listed on the attached Schedule A (hereinafter collectively referred to as the "Intellectual Property"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to transfer and assign all of its rights, title and interests in and to all Intellectual Property to Buyer, and Buyer has agreed to accept such transfer and assignment as set forth in the Asset Purchase Agreement;

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption. Seller hereby assigns and transfers to Buyer, nunc pro tunc as of April 30, 2018, and Buyer hereby accepts and assumes, all of Seller's rights, title and interests in and to the Intellectual Property, free and clear of all encumbrances in accordance with the terms of the Asset Purchase Agreement. Seller further assigns and transfers to Buyer all of the goodwill associated with the Intellectual Property, as well as any and all common law rights associated therewith. With respect to applications filed in the United States Patent and Trademark Office on the basis of the applicant's intent to use such marks in interstate commerce, such applications are being assigned to the successor to the ongoing and existing business of the applicant or portion thereof to which such marks pertain.

2. Recordation. Seller hereby requests the U.S. Patent and Trademark Office and the patent and trademark offices of any other jurisdictions covered by the Intellectual Property to record this Assignment and to issue all registrations and renewals for the Intellectual Property to Buyer in accordance with the terms of this Assignment.

3. Further Assurances. From time to time after the date hereof, upon the reasonable request of any party hereto, the other party or parties hereto shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance and assumption, and take such further action as the requesting party may reasonably request, in order to fully effectuate the purposes, terms and conditions hereof and of the Asset Purchase Agreement.

4. Asset Purchase Agreement. This Intellectual Property Assignment Agreement is subject in all respects to the terms and conditions of the Asset Purchase Agreement. This Intellectual Property Assignment Agreement shall, in all respects, be construed so that none of the Assumed Liabilities shall be expanded, increased, broadened or enlarged, solely as a result of the execution of this Intellectual Property Assignment Agreement, as to rights or remedies that third parties would have had against Buyer or Seller had this Intellectual Property Assignment Agreement not been executed and delivered. If the terms of this Intellectual Property Assignment Agreement conflict with the terms of the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This Intellectual Property Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together (when executed and delivered) constitute but one and the same instrument. This Intellectual Property Assignment Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format, and any such counterpart executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format shall be deemed an original for all intents and purposes.

6. Effectiveness. This Intellectual Property Assignment Agreement will be effective as of 12:01 a.m. Eastern Time on the Closing Date.

7. Benefit; Assignment. This Intellectual Property Assignment Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns. No party to this Intellectual Property Assignment Agreement may, directly or indirectly, assign this Intellectual Property Assignment Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other party.

8. Amendment. No amendment, supplement, modification, waiver or termination of this Intellectual Property Assignment Agreement or any provision hereof shall be binding unless executed in writing by the party to be bound thereby.

9. Headings. The headings set forth in this Intellectual Property Assignment Agreement are inserted or used for convenience of reference only and shall not control or affect the meaning or construction of the provisions of this Intellectual Property Assignment Agreement.

10. Governing Law. This Intellectual Property Assignment Agreement shall be governed, construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and performed in that State without giving effect to any choice or conflict of law principle, provision or rule, including all matters of construction, interpretation, validity and performance.

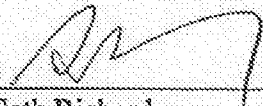
\* \* \* \* \*

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE NEXT PAGE IS THE SIGNATURE PAGE]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment Agreement as of the date first above written.

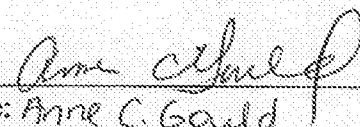
**BUYER:**

IMPLUS FOOTCARE, LLC

By:   
Name: Seth Richards  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**SELLER:**

32 NORTH CORPORATION

By:   
Name: Anne C. Gould  
Title: President  
Date: 6/4/18

[Signature Page to Intellectual Property Assignment]





SCHEDULE A





INTELLECTUAL PROPERTY

TITLE	COUNTRY	APP. NO.	DATE FILED	PATENT #	ISSUE DATE
FOOTWEAR	USA	29/258,501	Apr 21, 2006	D559516	Jan 15, 2008
FOOTWEAR	USA	29/258,500	Apr 21, 2006	D559515	Jan 15, 2008
FOOTWEAR	USA	29/246,863	May 17, 2006	D560890	Feb 5, 2008
FOOTWEAR	USA	29/246,893	May 18, 2006	D559514	Jan 15, 2008
SOLE ATTACHMENT	Canada	117,920	Oct 18, 2006	117,920	Dec 7, 2007
SOLE ATTACHMENT	Canada	117,921	Oct 18, 2006	117,921	Dec 7, 2007
SOLE ATTACHMENT	Canada	117,922	Nov 27, 2006	117,922	Dec 7, 2007
FOOTWEAR	European Union	000612304-0002	Oct 18, 2006	000612304-0002	Oct 18, 2006
FOOTWEAR	European Union	000612304-0003	Oct 18, 2006	000612304-0003	Oct 18, 2006
FOOTWEAR	European Union	000612304-0004	Oct 18, 2006	000612304-0004	Oct 18, 2006
FOOTWEAR	European Union	000612304-0005	Oct 18, 2006	000612304-0005	Oct 18, 2006
FOOTWEAR SOLE	European Union	000612304-0006	Oct 18, 2006	000612304-0006	Oct 18, 2006
FOOTWEAR	European Union	000612304-0001	Oct 18, 2006	000612304-0001	Oct 18, 2006
FOOTWEAR	USA	29/248,933	Sep 12, 2006	D549429	Aug 28, 2007
FOOTWEAR SOLE	USA	29/248,965	Sep 12, 2006	D571092	Jun 17, 2008
ELECTROSTATIC DISCHARGING OVERSHOE	USA	12/269,142	Nov 12, 2008	8189318	May 29, 2012
FOOTWEAR	USA	29/297,473	Nov 12, 2007	D598184	Aug 18, 2009
FOOTWEAR	European Union	000936976	May 14, 2008	000936976-001	May 14, 2008


TRADEMARK

REEL: 006346 FRAME: 0108

Country	Mark	App. No. Reg. No.	Filing Date Reg. Date	Owner
WIPO (IR)	32NORTH	1122802	04-02-2012	32 North Corporation
	32NORTH	1174495	08-02-2013	32 North Corporation
		1290319	01-05-2016	32 North Corporation
		1150521	08-02-2013	32 North Corporation
	STABIL	1290246	01-05-2016	32 North Corporation
	STABIL DESIGN 	1288884	01-05-2016	32 North Corporation
	STABILICERS	1174700	08-02-2013	32 North Corporation
	STABILICERS	912663	04-10-2006	32 North Corporation
	Canada	STABILICERS MACRO	1817022	01-06-2017
MACRO		1821688	02-07-2017	32 North Corporation
32NORTH		1603356	11-21-2012	32 North Corporation
		TMA877359	05-07-2014	
STABILICERS		1296516	04-04-2006	32 North Corporation
		TMA696397	09-13-2017	
		1604998	12-04-2012	32 North Corporation

Country	Mark	App. No.	Filing Date	Owner
		Reg. No.	Reg. Date	
		TMA866480	12-02-2013	
	STABIL DESIGN	1817461	01-10-2017	32 North Corporation
				
	STABIL	1718451	01-10-2017	32 North Corporation
United States	MACRO	87324986	02-06-2017	32 North Corporation
		5439388	04-03-2018	
	STABIL MAXX2	87410217	04-13-2017	32 North Corporation
	STABILICERS MACRO	87199753	10-11-2016	32 North Corporation
		5361017	12-19-2017	
	STABIL STRIPGRIPS	87199748	10-11-2016	32 North Corporation
		5356273	12-12-2017	
	STABIL	86439965	10-30-2014	32 North Corporation
		4759742	06-23-2015	
		86439956	10-30-2017	32 North Corporation
		4759740	06-23-2015	
		86439960	10-30-2014	32 North Corporation
		4759741	06-23-2015	
	STABILGRIPPERS	86111681	11-06-2013	32 North Corporation
	4638369	11-11-2014		
TURFGRABBERS	85768130	10-31-2012	32 North Corporation	
	4629192	10-28-2014		
	85792854	12-03-2012	32 North Corporation	



Country	Mark	App. No. Reg. No.	Filing Date Reg. Date	Owner
		4358103	4358103	
	STABILICERS	7885224 3205921	04-03-2006 02-06-2007	32 North Corporation
	TRACTION GEAR	78315058 2926372	10-17-2003 2926372	32 North Corporation
	STAT-A-REST	77191312 3835495	05-27-2007 08-17-2010	32 North Corporation
	STUDED SNOW TIRES FOR YOUR FEET	77926957 3844754	02-03-2010 09-07-2010	32 North Corporation
	32NORTH	76435731 2842301	07-23-2002 05-18-2004	32 North Corporation
		74106219 1677707	10-15-1990 03-03-1992	32 North Corporation
	STANDALLS	74693629 2016527	06-26-1995 11-12-1996	32 North Corporation
	INSTA GOLF SHOES	85331290 4111280	05-26-2011 03-13-2012	32 North Corporation (50% interest to Doug Norton, President of 32 North Corporation, per letter of February 3, 2012 from RLH Golf Ventures, LLC)

Domain Name
32north.ca
32north.com
icecleats.ca
icecleats.com
stabilbrands.com
stabilgear.com
stabilicer.ca
stabilicer.com
stabilicers.ca
stabilicers.com
stabilproducts.com
stat-a-rest.com
stat-a-rest.net
tractiongear.ca
tractiongear.com
tractiongear.net