

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493974

| | | | |
|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gold Country, Inc. | | 10/05/2018 | Corporation: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Regents of the University of Minnesota | | |
| Street Address: | 200 Oak St. SE | | |
| Internal Address: | 600 McNamara Alumni Center | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55455 | | |
| Entity Type: | Corporation: MINNESOTA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3663523 | GOLDY'S LOCKER ROOM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6126269624 | | |
| <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: | 612.624.4100 | | |
| Email: | robrien@umn.edu | | |
| Correspondent Name: | Rosalie Wacker O'Brien | | |
| Address Line 1: | 200 Oak St. SE | | |
| Address Line 2: | 360 McNamara Alumni Center | | |
| Address Line 4: | Minneapolis, MINNESOTA 55455 | | |
| NAME OF SUBMITTER: | Rosalie W. O'Brien | | |
| SIGNATURE: | /Rosalie W. O'Brien/ | | |
| DATE SIGNED: | 10/15/2018 | | |
| Total Attachments: 6 | | | |
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ASSIGNMENT

This Assignment (the "Assignment"), effective as of the date set forth below, is made by and between Gold Country, Inc., a Minnesota corporation with a business address of 4777 Shady Oak Road S. Minnetonka, Minnesota 55343 ("Assignor"), and Regents of the University of Minnesota, a Minnesota corporation with a business address of 600 McNamara Alumni Center, 200 Oak St. SE, Minneapolis, Minnesota 55455 ("Assignee").

WHEREAS, Assignor is the owner of record of the registered service mark and abandoned service mark application set forth on Exhibit A and represents that it is the owner of common law trademarks and service marks set forth on Exhibit B (hereafter collectively referred to as the "Marks") and the domain name registration(s) set forth on Exhibit C (the "Domain Registrations"); and

WHEREAS, Assignor wishes to assign any and all of Assignor's right, title, and interest in the Marks, including all goodwill associated with them, and the Domain Registration(s) to Assignee; and

WHEREAS, Assignee wishes to acquire from Assignor any and all of its right, title, and interest and associated goodwill in the Marks and the Domain Registration(s);

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

1. Assignment of Marks. Assignor does hereby assign, transfer and sell unto Assignee any and all of Assignor's right, title and interest in and to the Marks (including all claims for profits and damages by reason of past infringement), together with the goodwill associated with the Marks. Assignor hereby authorizes the appropriate empowered officials at the U.S. Patent and Trademark Office to record transfer of the registration of the Marks or either of them to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

2. Assignment of Domain Registrations. Assignor represents that the Domain Registration(s) is/are the only domain name registration(s) owned by Assignor or any affiliate of Assignor that are related to, suggestive of, or used in connection with the Marks. Assignor does hereby assign, transfer and sell unto Assignee any and all of Assignor's right, title and interest in and to the Domain Registrations. Assignor hereby authorizes the appropriate persons at GODADDY.COM, LLC and any other relevant registrar to record transfer of the Domain Registrations to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

3. Representations and Warranties. Assignor represents and warrants that it has not entered into any assignments, contracts, or other understandings with third parties that would conflict with the rights herein granted, and that the Domain Registration is currently in effect, having been renewed as of 11/07/17. Assignor acknowledges that upon execution of this

Assignment, except as may be granted to Assignor by license from Assignee, it will not have any claim to any right, title, or interest in the Marks or the Domain Registrations, and agrees that it will not make any challenge to, or assist another in challenging, Assignee's rights in the Marks or Domain Registrations or the validity of the Marks or Domain Registrations in the future.

4. Further Assurances. Assignor agrees to provide all further information and execute any further documents that may reasonably be necessary to complete the assignment of the Marks or Domain Registrations and to give effect to this Assignment.

5. Survival. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns, and/or other legal representatives.

6. Counterparts. This Assignment may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date indicated below.

DATED: October 5, 2018

Gold Country, Inc. (Assignor)

By: [Signature]

Name: RON LEIFBLAD

Title: CEO

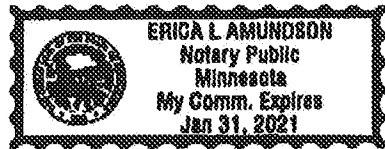
State of: Minnesota

County of: Hennepin

Subscribed and sworn to before me this 5th day of October, 2018.

[Signature]
Notary Public

My commission expires: Jan 31, 2021



Regents of the University of Minnesota (Assignee)

By: [Signature]

Name: ANN ARONSON

Title: Chief Marketing Officer

State of: Minnesota

County of: Hennepin

Subscribed and sworn to before me this 11 day of October, 2018.

[Signature]
Notary Public

My commission expires: January 31, 2020

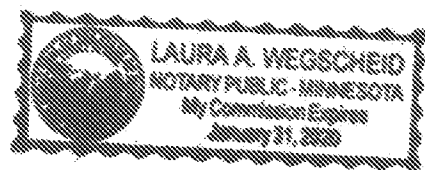


EXHIBIT A to Assignment

| <u>Mark</u> | <u>Class/Services</u> | <u>Reg/ Serial Number</u> | <u>Reg./Filing Date</u> |
|-----------------------------------|---|-----------------------------------|-----------------------------|
| Goldy's Locker Room (word mark) | 035: Retail store and on-line retail store services featuring clothing, headwear, sports apparel, jewelry, accessories, sporting goods, household goods, student supplies, gift items, toys and novelty items | 3663523 | August 4, 2009 |
| Goldy's Locker Room (design mark) | 035: Retail store and on-line retail store services featuring clothing, headwear, sports apparel, jewelry, accessories, sporting goods, household goods, student supplies, gift items, toys and novelty items | 87253270 | December 1, 2016 |

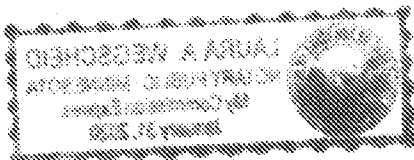



EXHIBIT B to Assignment

| <u>Mark</u> | <u>Goods and Services</u> |
|---|--|
| <p>Goldy's Locker Room (word mark)</p> | <p><u>Services:</u> Retail store and on-line retail store services</p> <p><u>Goods:</u> Merchandise bearing the mark, merchandise tagged with the mark, merchandise in containers or packaging bearing the mark or tagged with the mark, and merchandise offered in association with point of sale advertising and/or materials bearing the mark or tagged with the mark</p> |
| <p>Goldy's Locker Room (design mark)</p>  | <p><u>Services:</u> Retail store and on-line retail store services</p> <p><u>Goods:</u> Merchandise bearing the mark, merchandise tagged with the mark, merchandise in containers or packaging bearing the mark or tagged with the mark, and merchandise offered in association with point of sale advertising and/or materials bearing the mark or tagged with the mark</p> |
| <p>Goldy</p> | <p><u>Services:</u> Retail store and on-line retail store services</p> <p><u>Goods:</u> Merchandise bearing the mark, merchandise tagged with the mark, merchandise in containers or packaging bearing the mark or tagged with the mark, and merchandise offered in association with point of sale advertising and/or materials bearing the mark or tagged with the mark</p> |
| <p>Goldy's</p> | <p><u>Services:</u> Retail store and on-line retail store services</p> <p><u>Goods:</u> Merchandise bearing the mark, merchandise tagged with the mark, merchandise in containers or packaging bearing the mark or tagged with the mark, and merchandise offered in association with point of sale advertising and/or materials bearing the mark or tagged with the mark</p> |

Execution Copy

EXHIBIT C to Assignment

Domain Name: goldyslockerroom.com

Registrar: GODADDY.COM, LLC

Registration Date: 2002-11-07

1042033