

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Orvis Company, Inc.		06/07/2019	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	Boyt Harness Company, L.L.C.		
Street Address:	1 Boyt Drive		
City:	Osceola		
State/Country:	IOWA		
Postal Code:	50213		
Entity Type:	Limited Liability Company: IOWA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74229885	GOKEY	
Serial Number:	74212821	GOKEY	
CORRESPONDENCE DATA			
Fax Number:	2155683439		
<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:	2155683100		
Email:	BHIPDocket@bakerlaw.com		
Correspondent Name:	Lisa Bollinger Gehman, Baker & Hostetler		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre, 12th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2891		
ATTORNEY DOCKET NUMBER:	007526.000054		
NAME OF SUBMITTER:	Lisa Bollinger Gehman		
SIGNATURE:	/Lisa Bollinger Gehman/		
DATE SIGNED:	06/07/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment"), is made and entered into as of the 7th day of June, 2019, by and between The Orvis Company, Inc, a Vermont corporation ("Assignor") and Boyt Harness Company, L.L.C., an Iowa limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, of even date herewith (the "Purchase Agreement");

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignors have agreed to sell, assign, convey, transfer and deliver to Academy all of its right, title and interest in and to certain Trademarks, and have agreed to execute and deliver this Trademark Assignment; and

WHEREAS, Assignor and Assignee desire to execute this Trademark Assignment to evidence the assignment by Assignors, and the assumption by Assignee, of the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to: (a) the Trademarks listed on Exhibit A; (b) all rights of any kind whatsoever of Assignor accruing under any of the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) all goodwill and going concern value related to the Trademarks; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Trademarks; and (e) any and all claims and causes of action with respect to any of the Trademarks, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Assignor hereby authorizes the officials of the applicable government agencies in any applicable jurisdictions (including the U.S. Patent and Trademark Office) to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, from time to time after the execution of this Trademark Assignment, Assignor shall take such steps and actions and execute and deliver to Assignee such other instruments of conveyance and transfer and such other documents as Assignee may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Assignee and to put Assignee in possession of the Trademarks and each part thereof.

3. Purchase Agreement. This Trademark Assignment is subject to all of the terms and conditions set forth in the Purchase Agreement, which is hereby incorporated by reference and nothing herein shall be deemed to modify, expand, diminish or limit the representations, warranties, covenants, indemnification obligations or any other rights or obligations of the parties to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement will govern and control.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

6. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[signature pages follow]

IN WITNESS WHEREOF, Assignee has duly executed this Trademark Assignment as of the date first above written.

ASSIGNEE:

Boyt Harness Company, L.L.C.

By: Tom Caligiani
Name: TONY CALIGIANI
Title: PRESIDENT AND CEO.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Iowa)
) ss:
County of Clarke)

On this 3RD day of JUNE, 2019, before me, the undersigned, personally appeared before me, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the limited liability company named herein, and acknowledged that s/he executed it in such representative capacity.

I certify under PENALTY OF PERJURY
under the laws of the State of Iowa that
the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Cheryl Ann Joy Notary Public
State of Iowa
County: Clarke
Expires 1-13-19

Exhibit A

Trademarks

Trademark Name	Country Name	Status	Application Date	Application Number	Registration Date	Registration No.	Class Number - Goods and Services
GOKEY	Japan	REGISTERED	7/3/1991	H03-069109	11/30/1993	2599113	25 - Footwear
GOKEY	Japan	REGISTERED	7/3/1991	H03-069108	9/30/1993	2580095	18 - Bags, pouches
GOKEY	USA	REGISTERED	12/12/1991	74229885	10/20/1992	1725693	018 - luggage
GOKEY	USA	REGISTERED	10/17/1991	74212821	11/3/1992	1729487	025 - shoes and boots