## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM541209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		

**EFFECTIVE DATE:** 03/31/2019

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Yaktrax LLC			Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Implus Footcare, LLC	
Street Address:	2001 T.W. Alexander Drive	
Internal Address:	Box 13925	
City:	Durham	
State/Country:	NORTH CAROLINA	
Postal Code:	27709-3925	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2311832	YAKTRAX

#### **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: trademarks@4implus.com

**Correspondent Name:** Implus Footcare, LLC c/o Richard Donnell

Address Line 1: 2001 T.W. Alexander Drive

Address Line 2: Box 13925

Address Line 4: Winston Salem, NORTH CAROLINA 27709-3925

ATTORNEY DOCKET NUMBER:	YAKT-00019
NAME OF SUBMITTER:	Richard S. Donnell
SIGNATURE:	/RSD/
DATE SIGNED:	09/17/2019

**Total Attachments: 2** 

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> **TRADEMARK** REEL: 006747 FRAME: 0316

### **NUNC PRO TUNC TRADEMARK ASSIGNMENT**

THIS NUNC PRO TUNC TRADEMARK ASSIGNMENT ("Assignment") is effective as of March 31, 2019 by and between Yaktrax LLC, a Delaware limited liability company ("Assignor") and Implus Footcare, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is a wholly owned subsidiary of Assignee and owns the trademark registration set forth on Schedule I ("Assigned Mark"); and

WHEREAS, Assignor has assigned all of Assignor's right, title, and interest in and to the Assigned Mark to Assignee as of March 31, 2019; and

WHEREAS, Assignor and Assignee desire to perfect said assignment and hereby confirm the transfer of the Assigned Mark to Assignee.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignor hereby sells, conveys, assigns and transfers to Assignee, nunc pro tunc as of March 31, 2019, all of Assignor's right, title and interest in and to the Assigned Mark, together with the goodwill of the business symbolized thereby, free and clear of all encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Mark, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

YAKTRAX LLC

By: Name: Richard S. Donnell

Title: General Counsel

IMPLUS FOOTCARE, LLC

By: \_\_\_\_\_\_

Name: Richard S. Donnell Title: General Counsel

# **SCHEDULE I**

U.S. Trademark	App. No.	App. Date	Reg. No.	Reg. Date
YAKTRAX	75/634,289	02-08-1999	2,311,832	01-25-2000

**RECORDED: 09/17/2019** 

TRADEMARK
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