

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545349

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>    |
| Destination XL Group, Inc.  |  | 10/15/2019            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Glacier Tek LLC                                    |                       |                       |
| <b>Street Address:</b>  | 151 Cheshire Lane North                            |                       |                       |
| <b>Internal Address:</b>  | Suite 400  |                       |                       |
| <b>City:</b>  | Plymouth   |                       |                       |
| <b>State/Country:</b>   | MINNESOTA  |                       |                       |
| <b>Postal Code:</b>   | 55441  |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: MINNESOTA               |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 2810224  | GLACIERTEC            |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| Fax Number:   |  |                       |                       |
| <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> |  |                       |                       |
| <b>Phone:</b>   | 6123396321   |                       |                       |
| <b>Email:</b>   | jforbes@felhaber.com                               |                       |                       |
| <b>Correspondent Name:</b>  | Jennifer A. Forbes                                 |                       |                       |
| <b>Address Line 1:</b>  | 220 SOUTH SIXTH STREET, SUITE 2200                 |                       |                       |
| <b>Address Line 4:</b>  | MINNEAPOLIS, MINNESOTA 55402                       |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Jennifer A. Forbes                                 |                       |                       |
| <b>SIGNATURE:</b>   | /Jennifer A. Forbes/                               |                       |                       |
| <b>DATE SIGNED:</b>   | 10/16/2019   |                       |                       |
| <b>Total Attachments: 3</b>   |  |                       |                       |
| source=Trademark Assignment - GLACIER TEC 10-15-19#page1 .tif   |  |                       |                       |
| source=Trademark Assignment - GLACIER TEC 10-15-19#page2.tif  |  |                       |                       |
| source=Trademark Assignment - GLACIER TEC 10-15-19#page3.tif  |  |                       |                       |

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made this 15 day of October, 2019 (the "Effective Date"), by Destination XL Group, Inc., a Delaware Corporation, with offices at 555 Turnpike Street, Canton Massachusetts 02021 ("Assignor"), and Glacier Tek LLC, a Minnesota Limited Liability Company with offices at Suite 400, 151 Cheshire Lane North, Plymouth, Minnesota 55441 ("Assignee"). Collectively, are referred to as the "Parties" or singularly as a "Party".

WHEREAS, Assignor owns the U.S. Trademark Registration No. 2810224 for GLACIER TEC for "Clothing, namely pants, vests, crew-neck pullovers, v-neck pullovers, coats and jackets" in International Class 024 in connection with related goods and services, with a First Use date of July 1, 2001 (the "Subject Mark");

WHEREAS, Assignee owns the U.S. Trademark Application No. 88288421 for GLACIER TEK for "Protective vests incorporating phase change cooling material to regulate temperature and protect against heat stroke, dehydration, illness and injury." in International Class 009 with a First Use date of February 2, 1999 ("the "Application") which Application has been blocked by an office action citing the Subject Mark as likely to cause confusion.

WHEREAS, Assignor is willing to transfer the Subject Mark to Assignee along with any and all good will associated therewith pursuant to the terms and conditions of this Assignment.

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

1. Consideration. Assignee agrees to pay Assignor the sum of Fifteen Thousand Dollars (\$15,000) upon receipt of a fully executed copy of this Assignment.
2. Assignment. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's right, title and interest in and to the Subject Mark along with all trademark registrations therefore on an AS-IS basis. This transfer to Assignee includes, without limitation, all common law rights, interests and goodwill as may have been acquired by Assignor from the use of the Subject Mark (the "Goodwill").
3. Acceptance. Assignee hereby accepts this Assignment of the Subject Mark and Goodwill of the business symbolized thereby as satisfaction in full of all of Assignor's obligations to Assignee.
4. Further Actions. Assignor further agrees to execute and deliver, without additional consideration, all further assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's record ownership of the Subject Mark. Assignor hereby acknowledges and agrees that Assignor will not challenge (nor assist any third party in challenging) the validity or enforceability of, or the Assignee's ownership in the Subject Mark. To the extent that Assignee requires


Assignor's support in litigation, Assignee shall cover Assignor's costs in providing such support.

5. Transfer. Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid registration to Assignee consistent with this Assignment.
6. Counterparts. This Assignment may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of Assignor and Assignee have each hereunto signed their names on the day and year set forth below.

ASSIGNOR:

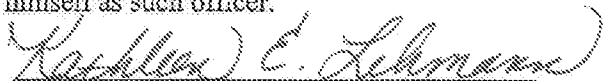
Destination XL Group, Inc.

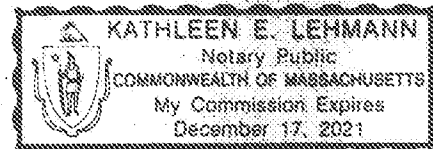
  
By: PETER H. STRATTON, JR.  
Its: EVF, CFO

STATE OF Massachusetts  
): SS  
COUNTY OF Norfolk

On this 15 day of October, 2019, before me, the undersigned officer, personally appeared Peter H. Stratton, Jr. who acknowledged himself to be the EVF, CFO of Destination XL Group, Inc., a Delaware Corporation and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Company by himself as such officer.

(SEAL)

  
Notary Public



ASSIGNEE:

Glacier Tek LLC

*RoxAnne Best*

By: RoxAnne Best

Its: President

STATE OF MINNESOTA    )  
  ): SS  
COUNTY OF HENNEPIN    )

On this 9<sup>th</sup> day of October, 2019, before me, the undersigned officer, personally appeared RoxAnne Best who acknowledged herself to be the President of Glacier Tek LLC, a Minnesota Limited Liability Company, and that she, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Company by herself as such officer.

(SEAL)

*Benedict C. Welter*  
Notary Public-Minnesota

*10/9/2019*

