

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM552646

<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>
High Cotton Ties LLC		12/09/2019	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mr. Peter Sheats		
<b>Street Address:</b>	10608 Longholme Way		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27614		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4272447	HIGH COTTON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7033091988		
<b>Email:</b>	judy@highcottonties.com		
<b>Correspondent Name:</b>	Judy Hill		
<b>Address Line 1:</b>	218 Hillcrest Rd.		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27605		
<b>NAME OF SUBMITTER:</b>	Judy Hill		
<b>SIGNATURE:</b>	/JudyHill/		
<b>DATE SIGNED:</b>	12/10/2019		
<b>Total Attachments: 3</b>			
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OP \$40.00 4272447

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of  
December 9, 2019

(the "Effective Date"), is made by

Judy Hill

("Assignor") located at

218 Hillcrest Rd. Raleigh, NC 27605,

and Peter Sheats

corporation ("Assignee"), located at

10608 Longholme Way, Raleigh, NC 27614.

WHEREAS, Assignee is the purchaser of all of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement");

WHEREAS, Assignor own all of the rights, title and interest in and to the Assigned Trademark with the goodwill of the business connected with the use of, and symbolized by, the Trademark (as defined herein), and, pursuant to the Purchase Agreement, have agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies").

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

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the following:
  - a. a trademark registration including, without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the "Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;
  - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, 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 United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits,

assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor, and Assignee (as applicable) with respect to the Assigned Trademark. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this 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 Assignment.

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


6. **Governing Law.** This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR: Sellers Name / Signature**

  
By: Judy Hill

**ASSIGNEE: Buyers Name Signature**

  
By: Peter Sheats

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

High Cotton Ties LLC

- ☐ Individual(s) ☐ Association  
☐ Partnership ☒ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☐ No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 12/9/19

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: Peter Sheats

Street Address: 10608 Longholme Way

City: Raleigh

State: NC

Country: USA Zip: 27614

- ☒ Individual(s) Citizenship USA  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s) reg # 4272447, 4709017 and 4340979

Additional sheet(s) attached? ☐ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Peter Sheats

Internal Address: \_\_\_\_\_

Street Address: 10608 Longholme Way

City: Raleigh

State: NC Zip: 27614

Phone Number: 561-283-3908

Docket Number: \_\_\_\_\_

Email Address: sheats@gmail.com

### 6. Total number of applications and registrations involved:

3

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

*Judy Hill*

Signature

12/9/19

Date

Judy Hill

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

RECORDED: 12/10/2019

REEL: 006815 FRAME: 0413