

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578505

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lone Wolf Distributors, Inc.		05/22/2020	Corporation: IDAHO
Lone Wolf R&D, LLC		05/22/2020	Limited Liability Company: IDAHO

## RECEIVING PARTY DATA

<b>Name:</b>	Vigilant Gear, LLC
<b>Street Address:</b>	106 Shannon Lane
<b>Internal Address:</b>	Suite 1100
<b>City:</b>	Priest River
<b>State/Country:</b>	IDAHO
<b>Postal Code:</b>	83856
<b>Entity Type:</b>	Limited Liability Company: GEORGIA

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	5200544	ALPHA WOLF
<b>Registration Number:</b>	4537946	TIMBERWOLF
<b>Registration Number:</b>	4342026	LONE WOLF
<b>Registration Number:</b>	4202653	LONE WOLF
<b>Serial Number:</b>	88398862	GREY MAN

## 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.*

**Phone:** 5097552007  
**Email:** jmm@witherspoonkelley.com  
**Correspondent Name:** Jody M. McCormick  
**Address Line 1:** 422 W Riverside Avenue  
**Address Line 2:** Suite 1100  
**Address Line 4:** Spokane, WASHINGTON 99201

<b>NAME OF SUBMITTER:</b>	Jody M McCormick
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OP \$140.00 5200544

<b>SIGNATURE:</b>	/Jody M McCormick/
<b>DATE SIGNED:</b>	05/28/2020
<b>Total Attachments: 5</b> source=S2028884#page1.tif source=S2028884#page2.tif source=S2028884#page3.tif source=S2028884#page4.tif source=S2028884#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is made, entered into and effective as of May 22, 2022 by and between the entities listed as Assignors on the signature pages hereto (each an "Assignor" and collectively, the "Assignors") and Vigilant Gear, LLC, a limited liability company of the state of Georgia ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and the other parties thereto (the "Purchase Agreement").

### RECITALS:

**WHEREAS**, Assignors have adopted and used and are the owners of certain trademarks and trademark registrations and applications to register trademarks (collectively, the "Trademarks"), including those set forth on **Schedule 1** hereto;

**WHEREAS**, by virtue of the Purchase Agreement, Assignors are interested in assigning to the Assignee all of Assignors' right, title, and interest in and to those Trademarks constituting Assets, including those set forth on **Schedule 1** hereto, including the goodwill associated therewith (collectively, the "Assigned Trademarks");

**WHEREAS**, by virtue of the Purchase Agreement, Assignee is interested in acquiring all right, title, and interest in and to the Assigned Trademarks.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. **Trademark Assignment**. Assignors hereby irrevocably convey, transfer and assign to the Assignee, and the Assignee hereby accepts, any and all right, title and interest of Assignors in and to the Assigned Trademarks, including the goodwill associated therewith and the right to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, dilution or other violation thereof or damage thereto, if any, and all rights to apply for, revive and maintain all registrations, renewals and/or extensions thereof.

2. **Recordal and Perfection**. Assignee shall have the right, at Assignee's cost and expense, to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Trademarks. Assignors further hereby agree to execute and deliver to Assignee, its successors and assigns, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing or defending Assignee's complete, exclusive, and worldwide ownership of all right, title and interest in and to the Assigned Trademarks.

4. **Entire Agreement**. This Assignment, the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement), and the other documents entered into connection with the Purchase Agreement contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Assignment.

5. **Governing Law.** This Agreement and the Ancillary Agreements and any dispute arising out of or relating to or in connection with this Agreement or any Ancillary Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. **EACH PARTY ABSOLUTELY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.**

6. **Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

7. **Language.** In the event of any conflict between the English language version of this Assignment and any translation hereof, the English language version shall prevail.

8. **Conflicts Between Agreements.** This Assignment is made pursuant to the Purchase Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

*(Signatures begin on following page)*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed effective as of the date first above written.

ASSIGNORS:

LONE WOLF DISTRIBUTORS INC.

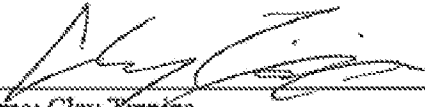
By: DS  
Name: Daniel Rhee Shepard Jr  
Title: CEO Lone Wolf Distributors

LONE WOLF R&D, LLC

By: DS  
Name: Daniel Rhee Shepard Jr  
Title: OWNER Lone Wolf R&D LLC

ASSIGNEE:

VIGILANT GEAR, LLC

By:   
Name: Clay Tippins  
Title: Authorized Signatory

**SCHEDULE 1**

**TRADEMARKS**

1. Alpha Wolf                      Registration Number: 5200544
2. Timberwolf                      Registration Number: 4537946
3. Lone Wolf                      Registration Number: 4342026 and 4202653
4. Grey Man                      Application Number 88/398,862