

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KNITMASTERS, LLC		08/21/2020	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Ecofibre Limited		
Street Address:	190 Corporate Boulevard		
City:	Georgetown		
State/Country:	KENTUCKY		
Postal Code:	40324-8020		
Entity Type:	Company: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3659841	KNITMASTERS	
CORRESPONDENCE DATA			
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>			
Phone:	215.644.3444 x183		
Email:	jdaug@vos-ip.com, trademarks@vos-ip.com		
Correspondent Name:	Jennifer L. Daug - Paralegal		
Address Line 1:	1600 Market Street, Suite 1600		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Jennifer L. Daug		
SIGNATURE:	/Jennifer L. Daug/		
DATE SIGNED:	09/11/2020		
Total Attachments: 6			
source=Ecofibre - Knitmasters IP Assignment Agreement - executed - 4844-7296-2248.1#page1.tif			
source=Ecofibre - Knitmasters IP Assignment Agreement - executed - 4844-7296-2248.1#page2.tif			
source=Ecofibre - Knitmasters IP Assignment Agreement - executed - 4844-7296-2248.1#page3.tif			
source=Ecofibre - Knitmasters IP Assignment Agreement - executed - 4844-7296-2248.1#page4.tif			
source=Ecofibre - Knitmasters IP Assignment Agreement - executed - 4844-7296-2248.1#page5.tif			

OP \$40.00 3659841

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (the “**Agreement**”), dated as of August 21, 2020 (the “**Effective Date**”), is made by and between Ecofibre Limited (the “**Company**”) and Knitmasters, LLC, a North Carolina limited liability company (“**Assignor**”).

WHEREAS, TexInnovate, Inc., a North Carolina corporation; FibeX, LLC, a North Carolina limited liability company; Triad Polymers, LLC, a North Carolina limited liability company; Knitmasters, LLC, a North Carolina limited liability company; Trident Fibers, Inc., a North Carolina corporation (individually and collectively, the “**Seller**”), and the Company, have entered into an Asset Purchase Agreement dated as of July 28, 2020 (the “**Asset Purchase Agreement**”).

WHEREAS, the execution and delivery of this Agreement is a condition to the closing of the Asset Purchase Agreement because the Company’s ownership of the Assignor Intellectual Assets, as defined below, is an integral element to the operation of the Company after the asset purchase.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions

(a) **“Intellectual Property”** means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including but not limited to the patents and patent applications in Exhibit A hereto, and including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other Governmental Authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) (“**Patents**”); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, including but not limited to the KNITMASTERS mark, U.S.

Reg. No. 3659841, issued July 28, 2009, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing ("**Trademarks**"); (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing ("**Copyrights**"); (d) internet domain names and social media account or user names (including "handles"), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights; (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) industrial designs, and all Patents, registrations, applications for registration, and renewals thereof; (g) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information (including customer information), databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein ("**Trade Secrets**"); (h) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof ("**Software**"); and (i) all other intellectual or industrial property and proprietary rights.

(b) "**Intellectual Property Assets**" means all Intellectual Property that is owned by Seller and used or held for use in the conduct of the business of Seller as conducted on or before the Effective Date, or proposed to be conducted by Company, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to such Intellectual Property; and (ii) claims and causes of action with respect to such Intellectual Property, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

2. Assignment and Disclosure

(a) Assignor hereby assigns Assignor's entire right, title and interest in and to the Intellectual Property Assets to the Company.

(b) Assignor agrees that, at the Company's request and cost but without further consideration, it will take all steps necessary to secure the Intellectual Property Assets to the Company.

(c) At any time as requested by the Company on or after the Effective Date, Assignor shall promptly disclose to Company without further consideration any information or documentation comprising the Intellectual Property Assets.

3. **General**

(a) **Entire Agreement.** This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Assignor may not assign his rights or obligations hereunder without the prior written consent of the Company. The Company may assign its rights or obligations hereunder without the prior written consent of Assignor. No assignment shall relieve the assigning party of any of its obligations hereunder.

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

(d) **Amendment and Modification.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(e) **Counterparts.** This Agreement 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 Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Company and Assignor have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above.

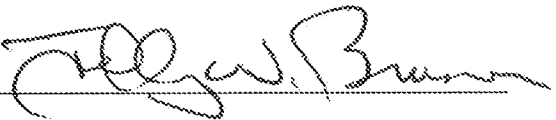
ECOFIBRE LIMITED

By: _____

Name: Eric Wang

Title: Managing Director and Chief Executive Officer

KNITMASTERS, LLC

By:  _____

Name: JEFFREY W. BRUNER

Title: Manager

EXHIBIT A

Patent or Application Number	Country	Title	Issue or Filing Date	Status
US 9,920,461	US	Knitted Shoe Components and Methods of Making the Same	March 20, 2018	Issued; 1st maintenance fee due 9/20/21
US 15/789,230	US	Knitted Shoe Components and Methods of Making the Same	October 20, 2017	Pending
EP 18161096.5	Europe	Knitted Shoe Components and Methods of Making the Same	March 4, 2015	Pending
EP 3090083B	Germany	Knitted Shoe Components and Methods of Making the Same	March 4, 2015	Issued
EP 3090083B	France	Knitted Shoe Components and Methods of Making the Same	March 4, 2015	Issued
EP 3090083B	Italy	Knitted Shoe Components and Methods of Making the Same	March 4, 2015	Issued
EP 3090083B	UK	Knitted Shoe Components and Methods of Making the Same	March 4, 2015	Issued
EP 18747357.4	Europe	Spacer Fabrics and Methods of Making the Same	January 31, 2018	Pending
US 16/482,607	US	Spacer Fabrics and Methods of Making the Same	July 31, 2019	Pending
PCT/US2019/015213	PCT/WO	Shoe Components Having Varying Modulus Zones	January 25, 2019	Published; national phase applications filed
US 16/964,901	US	Shoe Components Having Varying Modulus Zones	July 24, 2020	Pending

0134859.0732564 4841-8849-6581v3