

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599065

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vetta, LLC		09/03/2020	Limited Liability Company: DELAWARE
Top of the World, LLC		09/03/2020	Limited Liability Company: OKLAHOMA
J. America, LLC		09/03/2020	Limited Liability Company: MICHIGAN
NWL Distributing, LLC		09/03/2020	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Everest Acquisition, LLC
Street Address:	251 Little Falls Drive
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5334611	DECLARATION DAYS
Registration Number:	5403294	TW
Registration Number:	4432463	TW
Registration Number:	5487783	TOP OF THE WORLD
Registration Number:	5235983	CAPTIVATING HEADWEAR
Registration Number:	4671439	M-F1T
Registration Number:	4784414	FEEL THE FIT
Registration Number:	4804642	MEMORY FIT
Registration Number:	4874778	THE CAP OF COLLEGE
Registration Number:	2915957	ONE FIT
Registration Number:	1918024	TOP OF THE WORLD
Registration Number:	5865288	CAPTIVATING APPAREL
Registration Number:	5466265	PASSION UNITES
Registration Number:	1727767	TOW

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2027393001*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:** 202.739.3000**Email:** jennifer.evans@morganlewis.com**Correspondent Name:** Morgan, Lewis & Bockius LLP**Address Line 1:** 1111 Pennsylvania Avenue, NW**Address Line 4:** Washington, D.C. 20004**ATTORNEY DOCKET NUMBER:** 011558-0278**NAME OF SUBMITTER:** Jennifer C. Evans**SIGNATURE:** /JCE/**DATE SIGNED:** 09/23/2020**Total Attachments: 13**

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Intellectual Property Assignment**”) is dated as of September 3, 2020 entered into by and between Vetta, LLC, a Delaware limited liability company (“**Vetta**”), Top of the World, LLC, an Oklahoma limited liability company (“**TOW**”), J. America, LLC, a Michigan limited liability company (“**J. America**”), and NWL Distributing, LLC, a Pennsylvania limited liability company (“**NWL**” and together with Vetta, TOW and J. America, each a “**Seller**,” and collectively, the “**Sellers**”), and Everest Acquisition, LLC, a Delaware limited liability company (“**Buyer**,” and together with Sellers, the “**Parties**”).

WHEREAS, Sellers design and distribute collegiate licensed and non-collegiate licensed apparel and headwear through a broad range of distribution channels (the “**Business**”);

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of August 25, 2020 (the “**Asset Purchase Agreement**”) between the Parties, Buyer has agreed to purchase the Purchased Assets, including the Intellectual Property Assets and Sellers have agreed to sell, assign, transfer, convey and deliver to Buyer, all right, title and interest in, to and under the Purchased Assets, including the Intellectual Property Assets, to Buyer; and

WHEREAS, capitalized terms used and not defined in this Intellectual Property Assignment shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to the terms of the Asset Purchase Agreement and for the consideration set forth therein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Sellers hereby agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Intellectual Property Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

- a. “**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.
- b. “**Intellectual Property**” means all intellectual property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world, including the following: (i) trademarks, service marks, trade names, brand names, social media names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing (“**Marks**”); (ii) IP addresses and internet domain names, whether or not Marks, registered in any top-level domain by any authorized private registrar or Governmental Authority; (iii) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), all registrations

and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (iv) computer software (including data and related documentation) and databases, and any and all software implementations of algorithms, specifications, models and methodologies, whether in source code or object code, design documents, flow-charts, user manuals and training materials relating thereto and any translations, compilations, arrangements, adaptations, and derivative works thereof (“**Software**”); (v) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; and (vi) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications.

- c. “**Intellectual Property Assets**” means all Intellectual Property that is owned or purported to be owned by Sellers and used in, held for use in, under development for use in, or necessary for the conduct of the Business, including, but not limited to, the Intellectual Property Assets identified on Schedule A hereto.

2. Assignment. Sellers hereby sell, assign, transfer, convey and deliver to Buyer all of their respective right, title, and interest in and to the Intellectual Property Assets together with the goodwill associated with all Marks and the portion of the Sellers’ business to which the Marks pertain, including, without limitation, any translations, adaptations, derivations and combinations thereof and renewals in connection therewith, and all income, royalties or payments due or payable as of the Closing Date or thereafter, including, without limitation, the right to sue for and receive all damages from past, current, and future infringements or wrongful use of the Intellectual Property Assets, the same to be held and enjoyed by Buyer and its successors, assigns, and other legal representatives.

3. Further Assurances; Power of Attorney. Upon the request of Buyer or its Affiliates, Sellers shall execute and deliver any and all instruments and documents (including confirmatory assignments) and take such other future actions as may be necessary to document the aforesaid assignment and transfer or to enable Buyer to secure, register, maintain, enforce, and otherwise fully protect its rights in and to the Intellectual Property Assets. Each Seller irrevocably designates and appoints Buyer and its officers as their respective agents and attorneys-in-fact, coupled with an interest, to act for and on its behalf to execute and file any document and to perform all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by such Seller.

4. Domain Name Registrations. Further, Sellers shall take all steps as may be reasonably necessary to effect an assignment and transfer of all internet domain name registrations being transferred to Buyer pursuant to this Intellectual Property Assignment in accordance with the domain name transfer procedures of the applicable registrar of such domain name, including executing any applicable domain name registrar transfer agreement or documents, assignments, lawful oaths and any other papers which Buyer may deem necessary or desirable, all without further compensation to Sellers. Sellers authorize and request GoDaddy.com, LLC, Network Solutions, LLC, Wild West Domains, LLC or any other applicable registration authority, to transfer the domain name registrations from Sellers to Buyer. If, due to applicable registrar or registry rules or regulations, the internet domain name registrations cannot be assigned to Buyer, the Parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, Sellers shall maintain such domain name registration in full force and effect, at Buyer’s expense for the sole and exclusive benefit of Buyer.

5. Software. Sellers shall take all steps as may be reasonably necessary for Buyer to have access to and complete control over the Software used in, held for use in, under development for use in, or necessary for the conduct of the Business. Without limiting the foregoing, Sellers shall transfer, deliver or otherwise provide to Buyer: (a) all social media accounts and accounts on third party sites used to market or sell the inventory of the Business, including, without limitation, [Amazon]; (b) all software code (including source code) for the computer software including any and all documentation related to same; (c) all customer and business data and data collections, including customer lists, the following customer data: customer login/visitation information and history, credit card data and other payment data, customer history (including opt-in and opt-out preferences and history), and order history, historical sales and inventory data and reports; and (d) any and all keys, passwords, credentials, and legal and administrative access and other authentication information required to access any accounts or applications (including social media logins) necessary to use any of the foregoing in (a), (b) or (c) and any other Software.

6. Conflicts. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Intellectual Property Assignment, the terms of the Asset Purchase Agreement shall govern.

7. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

8. Counterparts. This Intellectual Property Assignment 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 Intellectual Property 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 Intellectual Property Assignment.

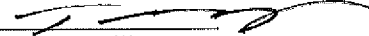
9. Governing Law. This Intellectual Property Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[Signature Pages Follow]

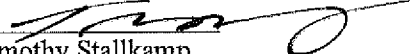
IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLERS:

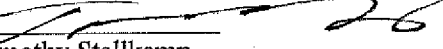
VETTA, LLC

By 
Name: Timothy Stallkamp
Title: Chief Administrative Officer

TOP OF THE WORLD, LLC

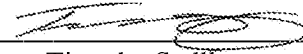
By 
Name: Timothy Stallkamp
Title: Chief Administrative Officer

J. AMERICA, LLC

By 
Name: Timothy Stallkamp
Title: Chief Administrative Officer

NWL DISTRIBUTING, LLC

By



Name: Timothy Stallkamp


Title: Chief Administrative Officer

[Signature Page to Intellectual Property Assignment]

TRADEMARK
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BUYER:

EVEREST ACQUISITION, LLC

By 
Name: Michener Chandler
Title: Treasurer and Chief
Financial Officer

[Signature Page to Intellectual Property Assignment]

TRADEMARK
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Schedule A

Active Patents

Top of the World, LLC

Country	Title	Patent No.	Grant Date	Status
United States	Flexible Fit Cap With Improved Sweat Band	6892398	5/17/2005	Issued*

* Security interest in favor of Keybank is recorded

Active Patent Applications

Top of the World, LLC

Country	Title	App. No.	App. Date	Status
United States	Flexible Fit Cap With Memory Foam Headband	16/432,853	6/5/2019	Pending

Inactive Patents

Top of the World, LLC

Country	Title	Patent No.	Grant Date	Status
United States	Seamless Baseball Cap	D444618	7/10/2001	Expired*

* Security interest in favor of Keybank is recorded

Inactive Patent Applications

Top of the World, LLC




Country	Title	App. No.	App. Date	Status
United States	Headwear System	14/462,168	2/19/2015	Abandoned*

* Security interest in favor of Keybank is recorded

Active Registered Trademarks

Top of the World, LLC

Country	Trademark	Reg. No.	Reg. Date	Status
United States	Declaration Days	5334611	11/14/2017	Registered

Country	Trademark	Reg. No.	Reg. Date	Status
United States	TW and Design 	5403294	2/13/2018	Registered
United States	TW and Design 	4432463	11/12/2013	Registered*
United States	TOP OF THE WORLD	5487783	6/5/2018	Registered
United States	CAPTIVATING HEADWEAR	5235983	7/4/2017	Registered*
United States	M-FIT	4671439	1/13/2015	Registered*
United States	FEEL THE FIT	4784414	8/4/2015	Registered*
United States	MEMORY FIT	4804642	9/1/2015	Registered*
United States	THE CAP OF COLLEGE	4874778	12/22/2015	Registered*
United States	ONE FIT	2915957	1/4/2005	Registered*
United States	TOP OF THE WORLD	1918024	9/12/1995	Registered*
United States	CAPTIVATING APPAREL	5865288	9/24/2019	Registered
United States	PASSION UNITES	5466265	5/8/2018	Registered
United States	TOW and Design 	1727767	10/27/1992	Registered*

* Security interest between (1) J. America, LLC, (2) Top of the World, LLC and KeyBank National Association recorded on 2/3/2017 at Reel/Frame 5981/0368

Cancelled Federal Trademark Registrations

Top of the World, LLC

Country	Trademark	Reg. No.	Reg. Date	Status
United States	THE WORLD IS YOURS	4432464	11/12/2013	Cancelled*
United States	THE CAP OF COLLEGE	4432465	11/12/2013	Cancelled*

* Security interest between (1) J. America, LLC, (2) Top of the World, LLC and KeyBank National Association recorded on 2/3/2017 at Reel/Frame 5981/0368

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REEL: 007058 FRAME: 0984

Abandoned Federal Trademark Applications

Top of the World, LLC

Country	Trademark	App. No.	App. Date	Status
United States	CAPTIVATING	86735191	8/24/2015	Abandoned
United States	HOOK AND HUNT HEADWEAR	85363050	7/5/2011	Abandoned

Registered Trade Names

State	Trade Name
Oklahoma	CAPTIVATING HEADWEAR

Common Law Trademarks

Vetta, LLC

VETTA BRANDS (word)

VETTA BRANDS Logo



Top of the World, LLC

TW TOP OF THE WORLD Logo



TW TOP OF THE WORLD Logo (horizontal)



MEMORY FIT Logo



FUEL YOUR INNER FAN! (word)

INNOVATION STARTS AT THE TOP (word)

CAPTIVATING Logo



ELITE FAN (word) and any and all associated logos (for headwear, clothing, apparel and accessories)

All product, collection and style names and designations

The College Vault collection of old collegiate logos

Domain Names

<u>Domain Name</u>	<u>Registrant</u>	<u>Expiration Date</u>
capofcollege.com	Vetta Brands	6/2/2021
capofcollege.net	Vetta Brands	6/2/2022
capofcollege.org	Vetta Brands	6/2/2022
captivatingapparel.com	Domains By Proxy	11/6/2022
captivatingheadgear.com	Vetta Brands	6/15/2021
captivatingheadwear.com	Domains By Proxy	9/11/2021
cdc-ja.com	Vetta Brands	6/14/2029
chgcaps.com	Domains By Proxy	10/30/2020
chwcaps.com	Domains By Proxy	9/11/2021
cimaapparel.com	Domains By Proxy	10/20/2022
Declarationdays.com	Top of the World LLC	3/21/2022
livebigblue.com	Vetta Brands	11/9/2023

topoftheworldbrand.com	Vetta Brands	9/18/2020
topoftheworldheadwear.biz	Vetta Brands	6/1/2022
topoftheworldheadwear.co	Vetta Brands	6/1/2022
topoftheworldheadwear.com	Vetta Brands	6/2/2021
topoftheworldheadwear.net	Vetta Brands	6/2/2022
topoftheworldheadwear.org	Vetta Brands	6/2/2022
topoftheworldheadwear.us	Vetta Brands	6/1/2022
towblanks.com	Vetta Brands	2/16/2027
towbrand.com	Vetta Brands	7/25/2023
towcampus.com	Vetta Brands	3/24/2022
towcaps.biz	Vetta Brands	6/1/2022
towcaps.co	Vetta Brands	6/1/2022
towcaps.com	Top of the World	9/18/2020
towcaps.net	Vetta Brands	6/2/2022
towcaps.org	Vetta Brands	6/2/2022
towcaps.us	Vetta Brands	6/1/2022
towheadwear.biz	Vetta Brands	6/1/2022
towheadwear.co	Vetta Brands	6/1/2022
towheadwear.com	Vetta Brands	6/2/2021
towheadwear.net	Vetta Brands	6/2/2022
towheadwear.org	Vetta Brands	6/2/2022
towheadwear.us	Vetta Brands	6/1/2022
towlicensed.com	Vetta Brands	4/12/2023
towlicensedrpt.com	Domains By Proxy	10/25/2021
towlicensing.com	Vetta Brands	6/27/2025
towoutdoor.com	Vetta Brands	3/24/2022
towoutdoors.com	Vetta Brands	3/24/2022
towsportswear.com	Vetta Brands	3/13/2022
vettabrands.com	Vetta Brands	3/14/2022
vettaco.com	Vetta Brands	3/14/2022
vettacorp.com	Vetta Brands	3/14/2022
vettawip.com	Vetta Brands	9/26/2023
weartow.com	Vetta Brands	7/25/2023
Towstation.com	REDACTED FOR PRIVACY	11/19/2020
Buckeyefanz.com	Domains By Proxy	11/8/2020
Buckeyeapparelco.com	Domains By Proxy	11/8/2020
Buckeyeoriginals.com	Whois Privacy Protection Service, Inc.	12/11/2021
Fanaticsaparel.com	Domains By Proxy	5/26/2021
Fanaticscampus.com	Domains By Proxy	5/26/2021

Social Media

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Top of the World, LLC

Facebook - <https://www.facebook.com/towbrand>

Twitter - <https://twitter.com/towbrand>

Pinterest - <https://www.pinterest.com/towbrand/>

Instagram - <https://www.instagram.com/towbrand/>

Copyrights

U.S. Copyright Reg. No. VA0002113296 for “Camo Tree Pattern” dated January 19, 2018 owned by Top of the World, LLC

All copyright rights in the content on Sellers’ websites and social media sites and other advertising and marketing materials used by Sellers.

Software

All rights in Software, including the below listed custom applications:

- WIP application –custom vendor portal application used to track offshore, nearshore, and domestic contractor POS
- Master Order Processing DB – application and database used to facilitate processing of inbound and outbound EDI in conjunction with Cleo Clarify
- Master Rights Manager – web-based tool used to give sales team visibility as to licensing rights
- Master Rights Report Tool – tool utilizing several databases used to report and track against current license agreements
- Art Tracker – application used to manage and facilitate art-work-order, approval, and status processes as well as tag creation and printing
- Jamshare – the custom app used to share documents with external parties
- Jamsearch – custom app used to search existing artwork orders by different search criteria such as school
- PLM custom app - robust database used to house and sort product development data and processes including style, color, fabric, graphic, embellishment, and teams for all products

All accounts on third party sites used in the Business to market or sell the inventory of the Business