

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W-D Apparel Company, LLC		10/06/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	IW Apparel, LLC		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6060232	TREADLOCK	
CORRESPONDENCE DATA			
Fax Number:	3024771399		
<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:	3025293247		
Email:	christine_hernandez@vfc.com,pellegj@vfc.com		
Correspondent Name:	Christine M. Hernandez		
Address Line 1:	3411 Silverside Road		
Address Line 2:	200 Hanby Building		
Address Line 4:	Wilmington, DELAWARE 19810		
NAME OF SUBMITTER:	Christine M. Hernandez		
SIGNATURE:	/Christine M. Hernandez/		
DATE SIGNED:	10/06/2020		
Total Attachments: 5			
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ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 6th day of October 2020 (the “Effective Date”) by and between W-D Apparel Company, LLC (“Assignor”), a Delaware limited liability company, and IW Apparel, LLC (“Assignee”), a Delaware limited liability company.

RECITALS:

WHEREAS, Assignor is an affiliate of Assignee;

WHEREAS, Assignor wishes to assign to Assignee all right, title, and interest in certain of Assignor’s intellectual property; and

WHEREAS, Assignee desires to receive all right, title, and interest in and to the Intellectual Property.

NOW, THEREFORE, the parties agree as follows:

WITNESSETH:

1. *Assignment.* For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the following (collectively, the “Intellectual Property”):

- a. the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);
- b. the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- c. 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;
- d. 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
- e. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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. *Acceptance.* Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts, and obligations associated with the Intellectual Property. Risk and benefit associated with the Intellectual Property shall pass to the Assignee upon the Effective Date.

3. *Representations and Warranties.*

- a. Assignor warrants to Assignee that Assignor has as of the Effective Date good and marketable title to the Intellectual Property, free and clear of any liens, charges, pledges, security interests or other encumbrances, and that Assignor is free to transfer good and marketable title to the Intellectual Property to Assignee.
- b. Assignee acknowledges and agrees that, except as expressly set forth in this Agreement, (a) Assignor is not making any representations or warranties, express or implied, with respect to the Intellectual Property, and (b) such Intellectual Property is hereby contributed on an "as is, where is" basis.

4. *Further Assurances.* The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions that either party reasonably requests from time to time to effectuate the purposes and intent of this transaction and otherwise to consolidate, vest and record in Assignee, with the appropriate authorities, full and complete ownership of the Intellectual Property.

5. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with, but in some cases duplicative of, this Agreement in order to affect the transfer of the Intellectual Property and/or to facilitate the registration of such transfer with governmental authorities.

6. *Severability.* If any provision of this Agreement is determined by any competent court, arbitral tribunal or governmental or administrative authority having jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force. In such a case, the Parties shall use all reasonable endeavors to replace the invalid or unenforceable provision(s) by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

7. *Amendments.* This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by or on behalf of each of the Parties.

8. *Successors and Assigns.* This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Agreement.


9. *Counterparts.* This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

10. *Descriptive Headings.* The descriptive headings contained herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

11. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware, USA.

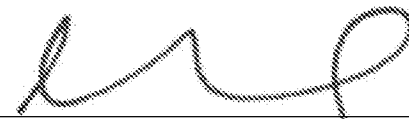
IN WITNESS WHEREOF, each of the parties has caused this Assignment Agreement to be duly executed by an authorized officer effective as of the date first above written.

W-D Apparel Company, LLC

by: 
Name: Jacquelyn A. Pellegrino
Title: Assistant Secretary

AGREED TO AND ACCEPTED BY:

IW Apparel, LLC

by: 
Name: Christine M. Hernandez
Title: Vice President

SCHEDULE 1

Industrial Designs

Design Title	Country	Application Date	Application Number	Registration Date	Registration Number
Footwear Tread	United States of America	6-May-19	29690159		
Footwear Tread	Canada	5-Nov-19	190987		

SCHEDULE 2

Trademarks

Trademark Name	Country	Status	Application Date	Application Number	Registration Date	Registration Number
TREADLOCK	Canada	Pending	25-Jun-2019	1972666		
TREADLOCK	European Union Intellectual Property Office (EUIPO)	Registered	15-Oct-2019	018137117	04-Feb-2020	018137117
TREADLOCK	United Kingdom	Pending	16-Oct-2019	UK00003436921		
TREADLOCK	United States of America	Registered	17-May-2019	88435722	19-May-2020	6060232