

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610742

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900572261

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NWL Distributing, LLC		09/12/2020	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Lakeshirts, LLC
Street Address:	750 Randolph Rd.
City:	Detroit Lakes
State/Country:	MINNESOTA
Postal Code:	56501
Entity Type:	Limited Liability Company: MINNESOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5654559	ELITE FAN SHOP

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: 415-591-1000
Email: trademarksSF@winston.com
Correspondent Name: Laura M. Franco
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	017627.1.01001
NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco/
DATE SIGNED:	11/24/2020

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment and Assumption Agreement (the “*IP Assignment Agreement*”), dated as of this 12th day of September 2020, is executed by NWL Distributing, LLC, a Pennsylvania limited liability company (the “*Assignor*”), and Lakeshirts, LLC, a Minnesota limited liability company (the “*Assignee*”), pursuant to a Purchase Order and Related Terms and Conditions (the “*Purchase Order*”), dated as of the date hereof, by and among Assignor and Assignee, and to evidence the following agreements and understandings. Capitalized terms used, but not defined, herein have the meanings given to such terms in the Purchase Order.

RECITALS

A. Assignor wishes to sell, transfer, convey, assign, and deliver to Assignee, and Assignee has agreed to acquire and accept, all of Assignor’s right, title, and interest in and to the intellectual property as set forth in Exhibit 1 to this IP Assignment Agreement (the “*Intellectual Property*”).

B. Assignee wishes to acquire, and Assignor wishes to transfer, all right, title, and interest in and to the Intellectual Property, including all rights to sue and recover for past, current, or future infringement or wrongful use thereof everywhere in the world.

NOW, THEREFORE, in consideration of the mutual covenants of the parties below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee all right, title, and interest in and to the Intellectual Property, all together with the goodwill of the Business (as defined in the Purchase Order) in connection with which the Intellectual Property is used, and with any and all renewals and extensions of the registrations for the Intellectual Property that may be secured under any applicable law now or hereafter in effect.

2. Assignor will provide to Assignee, its successors, assigns, or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, and other documentation, and the delivery of any and all samples, exhibits, specimens, and the like in the control of Assignor):

- i. in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Intellectual Property and in the prosecution or defense of any cancellation, opposition, interference, infringement suits, or other proceedings that may arise in connection with any of the Intellectual Property, including testifying as to any facts relating to the Intellectual Property or this IP Assignment Agreement; *provided, however*, that Assignee shall reimburse Assignor for any and all documented expenses or disbursements associated with such matters (including, without limitation, reasonable attorney fees) incurred after execution of the Purchase Order; and
- ii. in the implementation or perfection of this IP Assignment Agreement.

3. Each party acknowledges and agrees that neither the representations and warranties nor the rights, remedies, or obligations of any party under the Purchase Order shall be deemed to be enlarged, modified, or altered in any way by this IP Assignment Agreement. In the event of any conflict or

inconsistency between the terms of this IP Assignment Agreement and the Purchase Order, the terms of the Purchase Order shall govern and control.

4. Assignor hereby covenants and agrees that they will cease all use of the Intellectual Property after the date of this IP Assignment Agreement. Assignor will not file any application for registration of intellectual property that is confusingly similar to the Intellectual Property after the date of this IP Assignment Agreement.

5. Assignor hereby agrees that neither they nor any of their affiliates, officers, employees, successors or assigns will ever sue or assert in any forum any claims or cause of action that they have had, may now have, or may have in the future, whether known or unknown, in any way related to or arising out of or in connection with Assignee's use of the Intellectual Property. Furthermore, Assignor covenants and agrees that Assignor shall not challenge, directly or indirectly, Assignee's use of the Intellectual Property including, without limitation, asserting any opposition to or cancellation of any registration of such Intellectual Property.

6. This IP Assignment Agreement will be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law except those necessary to enforce the choice of applicable law. Any suit relating to this IP Assignment Agreement shall be instituted exclusively in any state or federal court in Delaware, and the parties submit to the exclusive jurisdiction of any such court.

7. No supplement, modification, or amendment of this IP Assignment Agreement will be binding unless made in a written instrument signed by both parties and which specifically refers to this IP Assignment Agreement.

8. This IP Assignment Agreement may be executed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy, electronic delivery, or otherwise) to the other parties. Signatures to this IP Assignment Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties have executed this IP Assignment Agreement as of the day and year first written above.

ASSIGNOR:

NWL Distributing, LLC

By: 

Name: Timothy Stalkamp

Title: Chief Administrative Officer

ASSIGNEE:

Lakeshirts, ^{LLC} Inc.

By: _____

Name:

Title:

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK

REEL: 007112 FRAME: 0140

IN WITNESS WHEREOF, the Parties have executed this IP Assignment Agreement as of the day and year first written above.

ASSIGNOR:

NWL Distributing, LLC

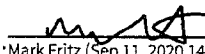
By: _____

Name: Timothy Stallkamp

Title: Chief Administrative Officer

ASSIGNEE:

Lakeshirts, ^{LLC} Inc.

By:  _____
Mark Fritz (Sep 11, 2020 14:58 CDT)

Name: Mark Fritz

Title: Co-CEO

EXHIBIT 1

Owner	Trademark	Application Serial No.	Country	Registration No.	Status
NWL Distributing, LLC	ELITE FAN SHOP	87925595	United States	5654559	Registered

AmericasActive:15014587.2