

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645141

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Peak Apparel Holding, LLC		01/28/2021	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bike Athletic, LLC		
<b>Street Address:</b>	10225 Collins Avenue		
<b>Internal Address:</b>	Suite 302		
<b>City:</b>	Bal Harbour		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33154		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1710117	BIKE	
<b>Registration Number:</b>	1105980	BIKE	
<b>Registration Number:</b>	6075833	DISCUS ATHLETIC	
<b>Registration Number:</b>	6075899	DISCUS ATHLETIC	
<b>Serial Number:</b>	88354954	DISCUS ATHLETIC SINCE 1973 USA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2122935556		
<b>Email:</b>	kaufman@kaufmankahn.com		
<b>Correspondent Name:</b>	Mark S. Kaufman		
<b>Address Line 1:</b>	10 Grand Central		
<b>Address Line 2:</b>	155 East 44th Street, 19th Fl.		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Mark S. Kaufman		
<b>SIGNATURE:</b>	/Mark S. Kaufman/		
<b>DATE SIGNED:</b>	05/07/2021		

OP \$140.00 1710117

**Total Attachments: 12**

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## **AMENDED PEAK INTELLECTUAL PROPERTY LICENSE AGREEMENT**

This Amended Peak Intellectual Property License Agreement (the “Agreement”) is effective as of as of November 10, 2020 (the “Effective Date”), by and between PEAK APPAREL HOLDING, LLC, a Florida limited liability company (“Licensor”), and BIKE ATHLETIC LLC, a Florida limited liability company (“Licensee”), and amends and supersedes that Peak Intellectual Property License Agreement dated as of November 10, 2020 and fully executed on January 4, 2021, between Licensor and Licensee. Each of Licensee and Licensor are hereinafter individually referred to as a “Party” and collectively as the “Parties”.

### **RECITALS:**

WHEREAS, Peak owns the exclusive right to use the trademarks BIKE (words) and BIKE (words and design) in connection with a variety of goods, the subjects of trademark registrations in the United States (among other countries) as set forth in detail in Schedule A annexed and made a part hereof, along with the goodwill associated therewith (the “Trademarks”); and

WHEREAS, Licensor desires to license to Licensee the exclusive use of the Trademarks in connection with the Licensed Products during the Term of this Agreement (as those terms are defined below) and Licensee desires to so license the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions.** For purposes of this Agreement the following definitions shall apply:

1.1. The term “Licensed Products” shall mean all the goods for which the Marks are registered, as set forth in Schedule A, which presently consist of the following:

- 1.1.1. sportswear and athletic apparel; namely, shorts; pants; shirts; jerseys; T-shirts;
- 1.1.2. athletic protective gear; namely, neck protectors; shoulder pads; chest pads; elbow pads; knee pads; hip pads; elastic shorts; protective girdles and sliding girdles; athletic suspensories and supporters; leg and shin guards; bicep pads; thigh pads; tail piece pads; rib protectors; thigh guards; protective gloves; hand, arm, forearm and wrist guards; chest protectors; face masks; body protectors and leg guards; and
- 1.1.3. athletic protective pads, guards, braces, and supporters, for all parts of the body.

1.2. The term “Authorized Channels of Distribution” shall mean channels of wholesale and retail distribution, including internet web sites such as Amazon.com and social

media.

1.3. The term “Net Sales” shall mean actual invoiced billing price to Licensee’s customers and distributors (retail prices for retail Licensed Product sales and wholesale prices for wholesale Licensed Product sales), less deductions for standard trade discounts, allowances and returns of goods actually received and credited, and less the amount of any sales tax (if applicable). Licensee may not make any deduction for cash, any other discounts, agency commissions or uncollectable amounts. Notwithstanding anything set forth herein to the contrary, in no event shall deductions (other than for returns of goods) permitted hereunder exceed three (3%) percent of Net Sales for any given calendar quarter.

1.4. The term “Territory” shall mean the United States, Canada, Mexico, France, England and Germany and other territories as Licensee may propose and Licensor may agree in writing.

2. Grant of License.

2.1. Commencing on the Effective Date and conditional upon Licensee’s fulfilling all of its obligations hereunder, Licensor grants to Licensee, on the terms and conditions set forth in this Agreement, the non-transferrable right and license to use the Trademarks in connection with the manufacture, distribution, sale, and advertising of Licensed Products in the Territory via Authorized Channels of Distribution (the “License”). License shall have the right to sublicense its rights hereunder, provided that (a) Licensor provides its written consent thereto which consent shall not be unreasonably withheld, and (b) any sublicensee shall agree to comply the quality standards of Licensor as set forth below at sections 2.2., 2.3 and 6. Licensee’s rights herein shall be exclusive *except that* Licensor may sell and distribute Licensed Products.

2.2. The Licensed Products sold or distributed by Licensee will be of a high standard of style, appearance, and quality, will be fit for their intended use, and will be consistent with industry standards. Licensee agrees that the Licensed Products will meet or exceed any and all government standards, regulations, guidelines, rules, laws, and the like in the Territory regarding such Licensed Products, and will meet or exceed any other standards set forth in this Agreement. Licensee will also comply with reasonable guidelines set by Licensor from time to time to maintain the quality of the Licensed Products and approval mechanisms that Licensor may require in accordance with accepted industry standards.

2.3. In order to assure the quality standards of the Licensed Products, Licensor may request a reasonable number of samples of Licensed Products during the Term of the Agreement, and Licensee will furnish such samples at Licensee’s expense. In the event that the samples fail to comply with quality standards set forth in this License, Licensee shall withdraw from sale those Licensed Products failing to comply with such quality standards.

3. Term of Agreement. The term of this Agreement shall commence on mutual execution of this Agreement and four (4) years from the Effective Date of this Agreement (the “Term”).

4. Royalties.

4.1. In consideration for the rights granted to it under this Agreement, Licensee agrees to pay Licensor the following royalties within thirty (30) days after the end of each calendar year: US\$1.00 (one US dollar).

4.2. All Royalties due under this Agreement shall accrue upon the sale of the Licensed Products, regardless of the time of collection by Licensee. For purposes of this Agreement, any Product shall be considered "sold" as of the date on which such Licensed Product is billed, invoiced, shipped, or paid for, whichever event occurs first. If any Licensed Products are consigned to a distributor by Licensee, the Licensed Products shall be considered "sold" by Licensee as of the date on which such distributor bills, invoices, ships, or receives payment for any of the Licensed Products, whichever event occurs first.

4.3. All Royalty computations shall be made on the basis of the Net Sales Price charged by Licensee, or, if Licensee sells a Licensed Product to a subsidiary or other party controlled by Licensee, on the basis of the Net Sales Price for such Licensed Product charged by such subsidiary or controlled party on resale of the Licensed Product to a third party not under the direct or indirect control of Licensee.

4.4. Licensee shall furnish to Licensor, within thirty (30) days after the end of each calendar year whether or not payment of Royalties are due, a full and complete statement, duly certified by an officer of Licensee to be true and accurate, showing by country the number of each type of Product sold during the calendar quarter in question, the total gross sales revenues for each such Product, an itemization of all allowable deductions, if any, the Net Sales, the amount of Royalties due with respect to such sales, the quantities of each Product on hand and/or in transit as of the end of such year, and the name and address of each wholesaler to which Licensee has sold the Licensed Products during such year, together with such other pertinent information as Licensor may reasonably request from time to time. There shall be a breakdown of sales of Licensed Products by country, and all figures and monetary amounts shall first be stated in the currency in which the pertinent sales were actually made. If several currencies are involved in any reporting category, that category shall be broken down by each such currency. Next to each currency amount shall be set forth the equivalent amount stated in U.S. dollars, and the rate of exchange used in making the required conversion calculation. The rate of exchange shall be the actual rate of exchange obtained by Licensee on the last business day of the calendar quarter (March 31, June 30, September 30, December 31) as reported by the Wall Street Journal on that date.

4.5. The receipt or acceptance by Licensor of any royalty statements furnished pursuant to this Agreement, or the receipt or acceptance of any royalty payments made, shall not preclude Licensor from questioning their accuracy at any time.

4.6. While this Agreement remains in effect and for four (4) years thereafter, Licensee shall keep full and accurate books of account and copies of all documents and other material relating to this Agreement at Licensee's principal office. Upon five (5) days' prior written notice to Licensee but limited to no more than once per year in the event Licensee is not in default of this Agreement, Licensor, by its duly authorized agents and representatives, shall have the right to audit such books, documents, and other material, shall have access thereto during ordinary business hours, and shall be at liberty to make copies of such books, documents, and other material. At Licensor's request, Licensee shall provide an authorized employee to assist in the examination of Licensee's records.

4.7. If any audit of Licensee's books and records reveals that Licensee has failed properly to account for and pay royalties owing to Licensor, and the amount of any royalties which Licensee has failed properly to account for and pay for any quarterly accounting period exceeds, by five percent (5%) or more, the royalties actually accounted for and paid to Licensor for such period, Licensee shall, in addition to paying Licensor such past due royalties, reimburse Licensor for its reasonable direct out-of-pocket expenses incurred in conducting such audit, together with interest on a late royalty payment at an annual rate of one and one-half percent (1.5%) per month or the highest legal rate, whichever is less, from the date on which such late royalty payment should have been received by Licensor. If Licensee has failed properly to account for and pay for any quarterly accounting period exceeds, by twenty percent (20%) or more, Licensor may immediately terminate this agreement.

4.8. Payment Instructions. Licensee shall be solely responsible for any costs and/or fees associated with making any and all payments to Licensor as required under this Agreement, including, without limitation, wire transfer fees. Licensee shall pay all sums due to Licensor by check, unless otherwise instructed by Licensor:

For the Account of Peak Apparel Holding, LLC  
10225 Collins Ave, Unit 302  
Bal Harbour, Florida 33154

5. Advertising & Promotion. For purposes of this Agreement, "Advertising & Promotion" shall be defined as any and all efforts, products, advertisements, social media posts and the like, made for the purpose of marketing, selling and distributing the Licensed Products. The materials, including but not limited to any graphics, photographs, videos or advertising copy, used in connection with Advertising & Promotion shall be known as "Advertising Materials"

6. Manufacture; Quality Control. Licensee shall be permitted to manufacture the Licensed Products within or outside the Territory. Licensee acknowledges that, if the Licensed Products produced hereunder are of inferior quality in material and/or workmanship, then the substantial goodwill which Licensor has built up and now possesses in the Trademarks will be impaired. As such, throughout the Term, and upon reasonable notice to Licensee, if Licensor exercising good faith business judgment has reason to believe that Licensed Products are of inferior quality in material and/or workmanship, then Licensor, or a third party designated by

Licensors (Licensor and such third party being defined, for purposes of this Section, as an "Inspector") shall have the right to enter all premises and/or facilities (including, without limitation, manufacture, storage and shipping facilities) used by Licensee or any sub-contractor in connection with manufacturing or distributing Licensed Products (collectively, "Facilities"), such that the Licensor representative charged with such inspection (the "Inspector") is able to inspect all Facilities for the purposes of quality control, and to ensure that manufacture of the Licensed Products is in compliance with the terms of this Agreement and all applicable Laws, and Licensee hereby agrees to cooperate with the Inspector, to the best of Licensee's ability, in connection therewith (including, without limitation, by providing the Inspector with access to the Facilities during regular business hours, etc.). In the event Licensee fails to so cooperate with the Inspector, the same shall be deemed a breach of this Agreement by Licensee. In the event that any such inspection is conducted by a third-party Inspector, such Inspector shall agree in advance not to disclose or use for the Inspector's benefit any Confidential Information (as hereinafter defined) of which the Inspector observes or becomes aware.

7. Licensor's Representations and Warranties:

7.1. As a material inducement to Licensee to execute and perform its obligations under this Agreement, Licensor hereby makes the following representations and warranties to Licensee, each of which, unless otherwise stated, are represented by Licensor to be true and correct as of the Effective Date:

7.1.1. Licensor is a limited liability company, duly formed under the laws of the State of Florida and is in good standing has the requisite authority to carry on said business as it is presently being conducted, to enter into this Agreement and to carry out and perform the terms and provisions of this Agreement and owns the assets free and clear of all liens and encumbrances.

7.1.2. The Trademarks are registered with the USPTO. Licensor has received no notice from the USPTO of any defect, impairment, infringement, claims or objection with respect thereto which has not been cured.

8. Licensee's Representations and Warranties:

8.1. Licensee represents and warrants to Licensor that: Licensee is a limited liability company duly formed under the laws of the State of Florida and is in good standing and has the requisite authority and financial assets to enter into this Agreement and to carry out and perform the terms and provisions of this Agreement and owns the assets free and clear of all liens and encumbrances.

8.2. (A) The Licensed Products and all Advertising & Promotion by Licensee, if applicable, shall be of high quality in design, material and workmanship; (B) no injurious deleterious or defamatory material, writing or images shall be used in or on the Licensed Products or Advertising & Promotion; (C) the Licensed Products shall be merchantable and fit

for the intended use herein, shall in all respects be safe to consumers and shall be manufactured and distributed in accordance with all applicable Laws; (D) Licensee shall undertake a level of customer service and provide warranties to consumers at least as favorable as is standard in its industry; and (E) Licensee shall comply with any and all product recalls issued by the Consumer Product Safety Commission (CPSC) or any other local, federal or state agency or Law.

9. Further Assurances: At or after the Effective Date, Licensor and Licensee, as may be necessary, shall prepare, execute and deliver, at the other's direction and expense, such further instruments of conveyance, sale, assignment or transfer and such other documents, and shall take such further action as the other Party may reasonably request at any time or from time to time in order to perfect, confirm or evidence in Licensee, title to all or any part of the Assets or to consummate, in any other manner, the terms and provisions of this Agreement.

10. Agreements to Indemnity. Subject to the terms and conditions of this Section 10, and except as otherwise provided for in the Agreement, Licensee, on behalf of itself, its officers, shareholders, employees, representatives, successors and assigns, covenants and agrees to indemnify, defend and hold harmless Licensor and its officers, managers, members, partners, employees, agents, representatives, successors and assigns (each, a "Licensor Indemnified Party") from and against all costs or damages (including reasonable fees and expenses of Licensor's legal counsel and any court costs) imposed upon or incurred by any Licensor Indemnified Party arising out of or in connection with or resulting from (i) any breach of any representation or warranty of, or nonfulfillment of any covenant or agreement of, Licensee contained in or made pursuant to this Agreement and (ii) any third party claim arising in breach of contract, breach of warranty, unfair competition, personal or other injury, products liability, tort or infringement of property rights of others or other third party claims, in each case which claim is with respect to any and all activities of Licensee hereunder or in connection with the sale of the Licensed Products.

11. Termination.

11.1. Licensee's Insolvency, etc. This Agreement shall immediately terminate if Licensee becomes subject to any voluntary or involuntary insolvency, cession, bankruptcy, or similar proceedings, or an assignment for the benefit of creditors is made by Licensee, or an agreement between Licensee and its creditors generally is entered into providing for extension or composition of debt, or a receiver is appointed to administer the assets of Licensee, or the assets of Licensee are liquidated, or any distress, execution, or attachment is levied on such of its manufacturing or other equipment as is used in the production and distribution of the Licensed Products and remains undischarged for a period of thirty (30) days.

11.2. Effect of Termination. Termination of this Agreement under the provisions of this Section 14 or the provisions set forth elsewhere in this Agreement shall be without prejudice to any rights or claims which Licensor may otherwise have against Licensee. Upon the termination of this Agreement, all royalties on sales previously made shall become immediately due and payable to Licensor. Upon the termination of this Agreement, Licensee, its receivers, trustees, assignees, or other representatives shall have no right to sell, exploit, or in any way deal with the



Licensed Products, the Advertising Materials, or the Trademark, except with the special written consent and instructions of Licensor.

11.3. Discontinuance of Use of Copyrights, Trademarks, Etc. Subject to the provisions of this Section 11, upon the expiration or earlier termination of this Agreement, Licensee agrees immediately and permanently to discontinue manufacturing, selling, advertising, distributing, and using the Licensed Products and Advertising Materials; immediately and permanently to discontinue using the Trademark; immediately to destroy or to return to Licensor, at Licensor's sole option and cost, any molds, dies, patterns, or similar items from which the Licensed Products and Advertising Materials were made, where any Trademark is an integral part thereof; and immediately to terminate all agreements with manufacturers, distributors, and others which relate to the manufacture, sale, distribution, and use of the Licensed Products.

11.4. Disposition of Inventory upon Expiration. Notwithstanding the provisions of Section 11.5, if this Agreement expires in accordance with its terms, and is not terminated for cause by Licensor, the provisions of this 11.5 shall apply. Licensee promptly after receiving notice of termination of this Agreement or its expiration shall deliver to Licensor a written inventory listing, on a Product-by-Product basis, all Licensed Products in Licensee's possession, custody, or control as of the date of such inventory, Licensee shall have the non-exclusive right to sell any Licensed Products listed on such inventory for a period of a hundred and eighty (180) days immediately following such expiration (the "Sell-Off Period"), subject to the payment of royalties to Licensor on any such sales in accordance with the terms of this Agreement. Licensor shall have the right (but not the obligation) to buy any or all of the Licensed Products listed on such inventory at Licensee's cost of manufacture. The sell-off right granted Licensee under this Section 11.5 shall in no event apply to a quantity of any Product exceeding fifty percent (50%) of Licensee's average quarterly unit sales of such Product during the one-year period immediately preceding the expiration of this Agreement. At the conclusion of the Sell-Off Period, Licensee shall destroy any and all remaining Licensed Products and Licensee shall promptly deliver to Licensor a certificate of destruction evidencing the same.

11.5. Licensor's Insolvency, etc.- No Termination. Notwithstanding anything set forth herein to the contrary, in the event Licensor commences a voluntary case under any applicable bankruptcy laws or an adjudication that Licensor is a bankrupt or insolvent or any involuntary bankruptcy case is filed against Licensee, to the extent permitted under applicable law, Licensor will assume and not reject or take any action to reject this Agreement in such bankruptcy or insolvency proceeding.

12. No Broker Commission. The Parties each represent and warrant to each other that no broker was used in connection with this License.

13. Assignment of Agreement by Licensee. This Agreement, and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon Licensor, its successors and permitted assigns, and Licensee and its permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be transferred or assigned (by



19. Governing Law/Forum. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving regard to the principles of conflicts of law. Each party by its execution hereof, hereby submits to the exclusive jurisdiction of, and consents to service of process and venue in, the state and federal courts of New York County, New York State in any action, suit or proceeding between or among the parties arising out of or relating to this Agreement, Each party waives any objection to the laying of venue in New York County based on forum *non conveniens* or otherwise.

20. Entire Agreement. This Agreement constitutes the sole and exclusive agreement between the parties hereto respecting the license described in this Agreement and correctly sets forth the obligations of the respective parties to each other as of its date.

21. Construction. Each Party has reviewed and participated in the drafting of this Agreement and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in this Agreement's interpretation.

22. Counterparts/Electronic Execution. This License may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this License by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf") shall be equally effective as delivery of a manually executed counterpart thereof and shall be deemed an original for all purposes.

23. No Assignment. This Agreement shall not be assignable by either party.

24. Binding on Successors. This Agreement shall be binding upon the parties thereto, their members, officers, employees, agents, successors and assigns.

25. Acknowledgment. The parties acknowledge that they have read this Agreement and understand its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written below.

Dated: January 27 2021

Dated: January 27 2021

LICENSOR:  
PEAK APPAREL HOLDING, LLC

LICENSEE:  
BIKE ATHLETIC LLC  
By Its Members:

*Alex Angelchik* 1/28/2021  
By: Alex Angelchik, Its Manager

PEAK APPAREL HOLDING, LLC

*Alex Angelchik* 1/28/2021  
By: Alex Angelchik, Its Manager

3 RETRIEVERS, LLC

*Michael Bernstein* 1/27/21  
By: Michael Bernstein, Its Manager

JAMI BRIGGS, LLC

*Jami Briggs*  
By: Jami Briggs, Its Manager

**SCHEDULE A:  
Licensor's Trademarks**

<u>Trademark</u>	<u>USPTO Serial/Reg'n Nos.</u>	<u>Date of Reg'n</u>	<u>Int'l Class: Goods Services</u>	<u>Date of First Use</u>
BIKE (words and design)	74092351 / 1710117	August 25, 1992	Class No. 25: sportswear and athletic apparel; namely, shorts; pants; shirts; jerseys; T-shirts  Class No 28: athletic protective gear; namely, neck protectors; shoulder pads; chest pads; elbow pads; knee pads; hip pads; elastic shorts; protective girdles and sliding girdles; athletic suspensories and supporters; leg and shin guards; bicep pads; thigh pads; tail piece pads; rib protectors; thigh guards; protective gloves; hand, arm, forearm and wrist guards; chest protectors; face masks; body protectors and leg guards	July 1989



DISCUS ATHLETICS

73130216 /  
1105980

November  
14, 1978

Class No. 9:  
athletic protective  
pads, guards,  
braces, and  
supporters, for all  
parts of the body.

Dec. 9,  
1959

88212929 /  
6,075,833

June 9, 2020

Class 25: Hats;  
Hooded sweat  
shirts; Jackets;  
Knit shirts;  
Shirts; Shorts;  
Socks; Sweat  
pants;  
Sweatshirts; T-  
shirts; Track  
jackets; Wind  
suits; Woven  
shirts

Jan. 15,  
2019



88276244 /  
6075899

June 9, 2020

Class 25: Hats;  
Hooded sweat  
shirts; Jackets;  
Knit shirts;  
Shirts; Shorts;  
Socks; Sweat  
pants;  
Sweatshirts; T-  
shirts; Track  
jackets; Wind  
suits; Woven  
shirts

Jan. 15,  
2019

88354954 /  
N/A

Pending

Hats; Hooded  
sweat shirts;  
Jackets; Knit  
shirts; Shirts;  
Shorts; Socks;  
Sweat pants;  
Sweatshirts; T-  
shirts; Track  
jackets; Wind  
suits; Woven  
shirts

ITU  
app.  
date =  
March  
25,  
2019

