

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730257

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900682035

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IQ BRANDS, INC.		02/03/2022	Corporation:

RECEIVING PARTY DATA

Name:	MERCURY ATHLETICS, LLC
Street Address:	929 108TH AVE NE
Internal Address:	SUITE 1410
City:	BELLEVUE
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4472515	SMARTER THAN YOUR AVERAGE SHEEP
Registration Number:	3644645	DOCTOR'S CHOICE
Registration Number:	3887449	IQ
Registration Number:	5185125	WOOL IQ
Registration Number:	5526432	IQ BRILLIANTLY DESIGNED
Registration Number:	5434225	DRY IQ
Registration Number:	5429256	STYLE IQ
Registration Number:	5645493	IQ
Registration Number:	5874652	COOL-IQ
Registration Number:	6223722	WHD
Serial Number:	90845472	DOCTOR'S CHOICE

CORRESPONDENCE DATA

Fax Number: 50322401

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: 503-224-5858

Email: trademark@millernash.com

Correspondent Name: Sean D. O'Brien
Address Line 1: 111 SW 5th Ave
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER: 584600-0013

NAME OF SUBMITTER: Sean D. O'Brien

SIGNATURE: /Sean D. O'Brien/

DATE SIGNED: 05/25/2022

Total Attachments: 6

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BILL OF SALE, GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Bill of Sale and Assumption Agreement”), dated as of February 3, 2022, is made by and between IQ Brands, Inc., a Delaware corporation (“Seller”), Argyle Holdings, Inc., a Delaware corporation (“Owner”), and Mercury Athletics, LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement of equal date hereto (the “Asset Purchase Agreement”) by and among Buyer, Seller, and Owner, Seller has agreed to sell, and Buyer has agreed to purchase, the Purchased Assets.

WHEREAS, capitalized terms used but not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Sale and Assignment of the Purchased Assets.** Seller and Owner do hereby irrevocably sell, convey, transfer, assign, grant and deliver and confirm unto Buyer, its successors and permitted assigns, forever, the entire right, title and interest of Seller, in and to the Purchased Assets, free and clear of any and all Encumbrances, which such Purchased Assets include the goodwill of the business connected with the use of, and symbolized by the following trademarks within the Purchased Assets:

Trademarks:

Mark	Jurisdiction of Registration or Application	Status	Registration Date	Trademark Registration/ Application
SMARTER THAN YOUR AVERAGE SHEEP	USPTO	Registered	January 21, 2014	4472515
DOCTOR'S CHOICE	USPTO	Registered	June 23, 2009	3644645
IQ	USPTO	Registered	December 7, 2010	3887449

Mark	Jurisdiction of Registration or Application	Status	Registration Date	Trademark Registration/ Application
WOOL IQ	USPTO	Registered	April 18, 2017	5185125
IQ BRILLIANTLY DESIGNED & Design	USPTO	Registered	July 24, 2018	5526432
DRY IQ	USPTO	Registered	March 27, 2018	5434225
STYLE IQ	USPTO	Registered	March 20, 2018	5429256
IQ Design	USPTO	Registered	January 1, 2019	5645493
COOL-IQ	USPTO	Registered	October 1, 2019	5874652
WHD	USPTO	Registered	July 14, 2020	6223722
DOCTORS CHOICE	USPTO	Pending		90845472
IQ Design	Canada	Registered	June 18, 2020	1886125
IQ BRILLIANTLY DESIGNED & Design	Canada	Registered	October 27, 2020	1886126
IQ Design	WIPO	Registered	March 5, 2018	1399980
IQ BRILLIANTLY DESIGNED & Design	WIPO	Registered	March 5, 2018	1404798
IQBRANDS	Tonga	Registered	July 12, 2018	02776

Copyrights:

Title	Jurisdiction of Registration	Copyright Number	Registration Date
Copyright For Tanglewood Camo (Leaf Design)	USCO	VA0002001602	February 4, 2016

Bears In The Wild	USCO	VAu000282625	November 29, 1993
Black Bear Hug	USCO	VA0000599613	July 22, 1993
First Outdoor Concert	USCO	VAu000292269	March 22, 1994
First Rock Concert, Bc	USCO	VAu000266893	July 9, 1993
Hug-A-Moo	USCO	VAu000296968	April 14, 1994
Hummingbirds	USCO	VAu000287574	December 10, 1993
Loons In The Wild	USCO	VAu000282624	November 29, 1993
Moose Sock : No. 553- 05	USCO	VAu000261988	June 29, 1993
Mooski : Style 562	USCO	VAu000257156	June 1, 1993
Night Stockings, Owl & Raccoons	USCO	VAu000257157	June 1, 1993
Panda Bear (Hug-A-You)	USCO	VAu000262482	July 22, 1993
Parrots	USCO	VAu000283445	December 20, 1993
Red-Eye Tree Frog : No. 553-22	USCO	VAu000261989	June 29, 1993
Wild Pandas	USCO	VAu000282623	November 29, 1993
The First Country Moo-Sic Concert	USCO	VAu000286320	January 18, 1994
Cow Mooflage	USCO	VAu000465214	July 6, 2001
The Reel Sock	USCO	VAu000525741	May 5, 2001

provided that, with respect to the United States intent-to-use trademark applications within the Purchased Assets, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing. Nothing in this Bill of Sale and Assumption Agreement shall be deemed to transfer to Buyer the Excluded Assets.

2. **Assumed Liabilities.** Effective as of the Closing, subject to the terms and conditions of the Purchase Agreement, Buyer hereby assumes the Assumed Liabilities. Buyer is not assuming any of the Excluded Liabilities.

3. **Terms of Asset Purchase Agreement.** The scope, nature, and extent of the Purchased Assets and Excluded Assets are expressly set forth in the Asset Purchase Agreement. Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This Bill of Sale and Assumption Agreement does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset

Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Bill of Sale and Assumption Agreement, the terms of the Asset Purchase Agreement will govern.

4. **Further Assurances.** The parties hereto agree to execute and deliver such further documentation, instruments, and the like and to take such further action as is reasonably required to carry out the intentions or to facilitate the performance of the terms of this Bill of Sale and Assumption Agreement. Without limiting the generality of the foregoing obligation of both parties, Seller and Owner hereby covenant and agree that they will, at the reasonable request of Buyer and without further consideration, execute and deliver, such other instruments of sale, transfer, conveyance and assignment, and to take such other action, as may reasonably be necessary to effect the sale, transfer, conveyance, assignment and delivery to, and vest in, Buyer, its successors and permitted assigns, the entire right, title and interest of Seller and Owner in and to the Purchased Assets, hereby transferred, conveyed, assigned and delivered, or intended so to be, and to put Buyer in actual possession and control thereof, to assist Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of the Asset Purchase Agreement.

5. **No Rights in Third Parties.** Nothing expressed or implied in this Bill of Sale and Assumption Agreement is intended to confer upon any person, other than Buyer, Seller, and Owner, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Bill of Sale and Assumption Agreement.

6. **Successors and Assigns.** This Bill of Sale and Assumption Agreement may not be assigned by any party without the consent of the other parties, which consent will not be unreasonably withheld. This Bill of Sale and Assumption Agreement shall bind and inure to the benefit of Seller, Owner, and Buyer and their respective successors and permitted assigns.

7. **Counterparts.** This Bill of Sale and Assumption Agreement may be executed in one or more counterparts, or by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Bill of Sale and Assumption Agreement by facsimile or electronic copy shall be effective as delivery of a manually executed counterpart to this Bill of Sale and Assumption Agreement.

8. **Governing Law.** This Bill of Sale and Assumption Agreement, its construction and the determination of any rights, duties or remedies of the Parties arising out of or relating to this Bill of Sale and Assumption Agreement will be governed by, enforced under and construed in

accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws. Any legal suit, action or proceeding arising out of or relating to this Bill of Sale and Assumption Agreement may be instituted in the federal courts of the United States of America, or the courts of the State of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth in the Purchase Agreement will be effective service of process for any suit, action or proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such court and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT.

THIS BILL OF SALE AND ASSUMPTION AGREEMENT IS IN ALL RESPECTS SUBJECT TO THE PROVISIONS OF THE ASSET PURCHASE AGREEMENT AND IS NOT INTENDED IN ANY WAY TO MODIFY, SUPERSEDE, LIMIT OR QUALIFY ANY PROVISION OF THE ASSET PURCHASE AGREEMENT.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Bill of Sale, General Assignment and Assumption Agreement as of the date first written above.

SELLER:

IQ BRANDS, INC.

Michael Beauregard

By: _____

Michael Beauregard

Its: Vice President

OWNER:

ARGYLE HOLDINGS, INC.

Michael Beauregard

By: _____

Michael Beauregard

Its: Vice President

BUYER:

MERCURY ATHLETICS, LLC

DocuSigned by:

Michael Rowell

By: _____

Michael Rowell

For: Artica Inc.

Its: Member