

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM732066

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AscendX Concepts, Inc.		06/01/2022	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rough Country, LLC		
<b>Street Address:</b>	2450 Huish Road		
<b>City:</b>	Dyersburg		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38024		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97287959	X	
<b>Serial Number:</b>	97266575	AXC	
<b>Registration Number:</b>	2280361	PRO-STRAINT	
<b>Registration Number:</b>	6059731		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025890309		
	<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>	5025627130		
<b>Email:</b>	jwatts@wyattfirm.com		
<b>Correspondent Name:</b>	Julie Laemmle Watts		
<b>Address Line 1:</b>	400 W Market Street		
<b>Address Line 2:</b>	Ste. 2000		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Julie Laemmle Watts		
<b>SIGNATURE:</b>	/Julie Laemmle Watts/		
<b>DATE SIGNED:</b>	06/02/2022		
<b>Total Attachments: 4</b>			
source=Rough Country - AXC - Trademark Assignment Agreement#page1.tif			
source=Rough Country - AXC - Trademark Assignment Agreement#page2.tif			

OP \$115.00 97287959

source=Rough Country - AXC - Trademark Assignment Agreement#page3.tif

source=Rough Country - AXC - Trademark Assignment Agreement#page4.tif

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of June 1, 2022 by and between AscendX Concepts, Inc., a Washington corporation ("Assignor"), and Rough Country, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith, by and among Assignor, Assignee, and the Shareholders (as the same may hereafter be amended from time to time in accordance with its terms, the "Purchase Agreement");

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks set forth on Exhibit A attached hereto (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, promises and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, and Assignee hereby purchases and accepts, all of Assignor's right, title and interest in, to, and under the Trademarks in the United States and throughout the world, together with the goodwill of the business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, the right to sue for past, present and future infringement of the Trademarks and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks. With respect to the certain Trademarks that are the subject of pending intent-to-use applications filed with the United States Patent and Trademark Office (the "PTO"), Assignee is the successor to the ongoing and existing business of Assignor to which such Trademarks relate.

2. Recording. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the PTO or other governing authority, if necessary, and the parties hereby authorize the PTO or such other governing authority to record this Agreement.

3. Further Assurances. Assignor hereby agrees, at any time or from time to time, at the reasonable written request of Assignee, without any further consideration or payment, to execute, acknowledge and deliver such further instruments of sale, assignment, transfer,

conveyance, or delivery and to take such other actions as Assignee may reasonably request in order to consummate, complete, and carry out the transactions contemplated by this Agreement.

4. Purchase Agreement. This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, agreements, exclusions and indemnities set forth in the Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

7. Governing Law. This Agreement and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

8. Definitions. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

[End of Text; Signature Page and Exhibit Follow]

100766818.3

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first written above.

**ASSIGNOR**

ASCENDX CONCEPTS, INC.

DocuSigned by:  
By: Fred Davidson  
0C36280A76624DF...  
Name: Fred Davidson  
Title: CFO

**ASSIGNEE**

ROUGH COUNTRY, LLC

DocuSigned by:  
By: Patrick Just  
1AEA4992880542B...  
Name: Patrick Just  
Title: CFO