

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MK Acquisition, LLC		09/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mountain Khakis, Inc.		
Street Address:	14350 Myford Road		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92606		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3158398	MOUNTAIN KHAKIS JACKSON HOLE · WYOMING	
Registration Number:	3158405	MK	
Registration Number:	3113919	MOUNTAIN KHAKIS	
Registration Number:	3213367	BUILT FOR THE MOUNTAIN LIFE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(760) 942-8505		
Email:	nathalia@coastlaw.com		
Correspondent Name:	Nathalia M. F. Bier		
Address Line 1:	1140 S. Coast Hwy. 101		
Address Line 4:	Encinitas, CALIFORNIA 92024		
NAME OF SUBMITTER:	Nathalia M.F. Bier		
SIGNATURE:	/nmbier/		
DATE SIGNED:	09/12/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of September 1, 2022, is made by MK Acquisition, LLC, a Delaware limited liability company, (“**Seller**”), in favor of Mountain Khakis, Inc., a California corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated as September 1, 2022 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably distributes, sells, transfers, assigns and otherwise conveys unto Buyer, its successors and assigns, all of its right, title and interest in and to the following (the “**Assigned IP**”):

(a) all rights of any kind whatsoever of Seller accruing under and in connection with any and all trademarks, as set forth in more detail on **Exhibit A** attached hereto, including priority filing rights, together with the goodwill connected with the use of and symbolized by the trademarks and all applications and registrations related thereto, and all rights to proceeds of the foregoing, including without limitation any rights of action by Assignor, and the right to take proceedings and to seek and recover damages and all other available remedies against third parties for past, present or future infringement of the trademarks;

(b) all rights of any kind whatsoever of Seller accruing under and in connection with any and all copyrights, original works of authorship, patents, social media accounts, domain names, and other forms of intellectual property used by Seller in connection with its business, provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including but not limited to those set forth on **Exhibit A** attached hereto;

(c) 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

(d) 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. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the

Purchase Agreement shall not be superseded hereby but shall 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Counterparts. This IP Assignment may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this IP Assignment, all of which shall constitute one agreement to be valid as of the date of this IP Assignment. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this IP Assignment and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This IP Assignment, any other document necessary for the consummation of the transaction contemplated by this IP Assignment may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (“**E-Sign Act**”), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (“**UETA**”) and any applicable state law. Any document accepted, executed, or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

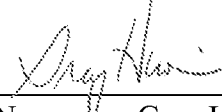
5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this IP Assignment as of the date first above written.

Seller:

MK Acquisition, LLC,
a Delaware limited liability company

By: 
Name: Gray Hudkins
Title: Vice President

Address for Notices:
c/o Kanders &
Company, Inc.
250 Royal Palm Way,
Suite 201
Palm Beach, FL 33480

Buyer:

Mountain Khakis, Inc.,
a California corporation

By: _____
Name: Michael Pratt
Title: CEO

Address for Notices:
14350 Myford Road
Irvine, CA 92606

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this IP Assignment as of the date first above written.

Seller:

MK Acquisition, LLC,
a Delaware limited liability company

By: _____

Name: Gray Hudkins

Title: Vice President

Address for Notices:

c/o Kanders & Company, Inc.
250 Royal Palm Way, Suite 201
Palm Beach, FL 33480

Buyer:

Mountain Khakis, Inc.,
a California corporation

DocuSigned by:

Michael Pratt

By: _____

Name: Michael Pratt

Title: CEO

Address for Notices:

14350 Myford Road
Irvine, CA 92606

TRADEMARK

REEL: 007849 FRAME: 0566

Exhibit A

INTELLECTUAL PROPERTY

1. Company logo, consisting of the words “Mountain Khakis” or “MK” including the mountain device, including all related logos, trademarks, and service marks, and all related goodwill therein.
2. Trade name “Mountain Khakis”
3. Domain name registration for “Mountain Khakis”;
4. Web address www.mountainkhakis.com
5. Trade secrets, know-how and business and technical information related to the Business (as defined in the Purchase Agreement), including but not limited to all product designs, artwork, fits, tech packs, and manufacturing processes;
6. Data from orders from customers;
7. Data from orders with vendors;
8. All original works of authorship created and/or used in connection with the Business, including all related moral rights therein.
9. All rights in and to the following registered trademarks: