

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Native Canada Footwear Ltd.		10/05/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Brooks Sports, Inc.		
Street Address:	3400 Stone Way North		
Internal Address:	5th Floor		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98103		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5113046	BEAST FREE	
CORRESPONDENCE DATA			
Fax Number:	2066218783		
<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:	2063401000		
Email:	CMenth@cozen.com		
Correspondent Name:	Lorraine Linford		
Address Line 1:	999 3rd Avenue		
Address Line 2:	#1900		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Lorraine Linford		
SIGNATURE:	/Lorraine Linford/		
DATE SIGNED:	10/31/2022		
Total Attachments: 4			
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Annex 1

AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY

THIS AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY (this "Assignment") is made as of the last date signed below (the "Effective Date"), by and between Brooks Sports, Inc., a Washington corporation having an address of 3400 Stone Way N, 5th Floor, Seattle, Washington 98103 ("Brooks" or the "Assignee") and Native Canada Footwear Ltd., a Canada corporation, having an address of 5 West 6th Avenue Vancouver, BC V5Y1K2 ("Native" or the "Assignor"). Brooks and Native shall be referred to collectively as the "Parties", and each, individually, as a "Party."

RECITALS

WHEREAS, Assignor and Assignee have entered into the Trademark Settlement Agreement to which this Assignment is Annex 1, and which is dated on or about the date hereof (the "Settlement Agreement"); and

WHEREAS, on the terms and subject to the conditions set forth in the Settlement Agreement, Assignor has agreed to assign and Assignee has agreed to assume, among other assets, the Assigned IP (defined below).

NOW, THEREFORE, in consideration of the recitals and of the mutual promises made below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Intellectual Property Assets. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following intellectual property (the "Assigned IP"):

(a) the intellectual property and intellectual property rights in the trademarks on **Exhibit A** and all issuances, extensions, and renewals thereof (the "Trademarks"), with the goodwill of the business connected with using, and symbolized by, the Trademarks;

(b) all non-registered intellectual property relating to the Trademarks with the goodwill of the business connected with using, and symbolized by, all such nonregistered intellectual property to the extent applicable; and

(c) any and all claims and causes of action, regarding 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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Settlement Agreement. This Assignment is being executed and delivered pursuant and subject to the Settlement Agreement. Nothing in this Assignment shall, or shall be deemed to,

defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim, remedy, limitation, exclusion or exculpation set forth in the Settlement Agreement, including but not limited to Assignor's representations, warranties, covenants and agreements and the indemnities granted by Assignor. In the event of any conflict between this Assignment and the Settlement Agreement, the Settlement Agreement shall control.

3. Recordation and Further Actions. From time to time, at or following the full execution of this Assignment, Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be reasonably necessary or requested to fully convey to Assignee all of the properties, rights, titles, interests, powers and privileges in the Assigned IP to be conveyed to Assignee under this Assignment and to secure the rights assigned hereby and to obtain and/or transfer trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights; and to otherwise make effective as reasonably promptly as practicable the transactions contemplated hereby. Assignor will take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to record, effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto which, other than Assignor's attorney fees, will be at Assignee's sole cost and expense.

4. Successors and Assigns; Assignment. Assignor may not assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of Assignee. Any attempted assignment or delegation without the required consent shall be null and void. Subject to the foregoing, this Assignment shall be binding upon, enforceable against and inure to the benefit of the Parties hereto, their legal representatives and their permitted successors and assigns.

5. Governing Law. This Assignment and any claims arising out of or relating to this Assignment or the transactions contemplated by this Assignment shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to any choice or conflict of law principles.

6. Amendment; Waiver. This Assignment may be altered, amended or modified in whole or in part at any time only by a writing signed by Assignor and Assignee. No waiver of any of the provisions of this Assignment shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure or delay by any party in exercising any right, power or privilege under this Assignment shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No waiver shall be binding unless executed in writing by the party making the waiver, with such writing specifically referring to the term so waived and explicitly making such waiver.

7. Counterparts; Facsimile Signatures. This Assignment and any agreements entered into in connection with this Assignment may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any counterpart, to the extent delivered by means of

facsimile machine or by .pdf, .tig, .gif, .peg or similar attachment to electronic mail, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as an original signed version delivered in person.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

Assignee:

Assignor:

BROOKS SPORTS, INC.

NATIVE CANADA FOOTWEAR, LTD.

DocuSigned by:
Thomas J. Ross, Jr.

Lindsay Murray

(Signature)

(Signature)

Name: Thomas J. Ross, Jr.

Name: Lindsay Murray

Title: CFO

Title: CFO

Date: 10/5/2022 1:39 PM PDT

Date: September 20, 2022

EXHIBIT A:**LIST OF BEAST FREE MARKS****Registered Trademarks**

Trademark	Country	Application or Registration Number	Reg. Date	Renewal Date
BEAST FREE	Australia	1834717	March 29, 2017	March 29, 2027
BEAST FREE	India	3537107	April 28, 2017	April 28, 2027
BEAST FREE	Japan	5980533	September 15, 2017	September 15, 2027
BEAST FREE	Philippines	501325	June 15, 2017	June 15, 2027 5 th Declaration Of Use: June 15, 2023
BEAST FREE	Vietnam	4-2017-08578	September 11, 2019	September 11, 2029
BEAST FREE	United States	5113046	January 3, 2017	Declaration of Use: January 3, 2023

Trademark Applications

Pending Trademarks	Country	Application Number	Date Filed
BEAST FREE	European Union	016539322	March 30, 2017