

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807463

<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>
Jacob Ash Holdings, Inc.		04/05/2023	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lynco Distribution, Inc.		
<b>Street Address:</b>	1410 11th Street West		
<b>City:</b>	Milan		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	61264		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 40</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6437121		
<b>Registration Number:</b>	3014157	AQUA E4	
<b>Registration Number:</b>	2561865	ATTABOY	
<b>Registration Number:</b>	2476975	ATTABOY	
<b>Registration Number:</b>	2588440	ATTAKID	
<b>Registration Number:</b>	5618285	BUILTCOOL	
<b>Registration Number:</b>	2588441		
<b>Registration Number:</b>	1978963	ECORAGGS	
<b>Registration Number:</b>	1372702	ESKI CAP	
<b>Registration Number:</b>	4345476		
<b>Registration Number:</b>	2371754	FOR THOSE WHO PREFER NO WALLS TO FOUR WA	
<b>Registration Number:</b>	1292970	GRIPRIGHT	
<b>Registration Number:</b>	1581630	HAND SHIELD	
<b>Registration Number:</b>	2320590	HOT SHOT	
<b>Registration Number:</b>	6458974	HOT SHOT	
<b>Registration Number:</b>	4363349	HOTMOCS	
<b>Registration Number:</b>	5971652	HOTMOCS	
<b>Registration Number:</b>	4349036	HOTMOCS PACK SOME HEAT	
<b>Registration Number:</b>	6146431	I	

OP \$1015.00 6437121

Property Type	Number	Word Mark
Registration Number:	6656028	I
Registration Number:	1677705	
Registration Number:	1555849	INDUSTRY-TOUGH
Registration Number:	1630134	INSULATING WARMTH
Registration Number:	0869037	JA
Registration Number:	1642117	PEDIGREE
Registration Number:	1642865	PEDIGREE KNIT
Registration Number:	1093318	PEDIGREE KNIT
Registration Number:	2585401	
Registration Number:	1955419	PUFFIN DOWN
Registration Number:	2995798	RYNO
Registration Number:	833725	SCHUSS
Registration Number:	1030139	SNOW BLAZERS
Registration Number:	2283107	ST. SEBASTIAN
Registration Number:	1081851	
Registration Number:	1200493	THE HARD HATTER
Registration Number:	1077959	THERMO-MASK
Registration Number:	2239773	THERMOSUPREME
Serial Number:	77651319	ICE PLOW
Serial Number:	88559615	IGLOOSBUILT
Serial Number:	88785829	NAT & ALEX DESIGNS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 5634410207  
**Email:** amy@hamiltoniplaw.com  
**Correspondent Name:** HAMILTON IP LAW, PC.  
**Address Line 1:** 4620 EAST 53RD STREET  
**Address Line 2:** SUITE 214  
**Address Line 4:** DAVENPORT, IOWA 52807

<b>NAME OF SUBMITTER:</b>	Jay R. Hamilton
<b>SIGNATURE:</b>	/jayrhamilton50644/
<b>DATE SIGNED:</b>	05/02/2023

**Total Attachments: 12**

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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is entered into as of this 5th day of April, 2023 of (this "Assignment"), by and between Jacob Ash Holdings, Inc. a corporation formed under the laws of the Commonwealth of Pennsylvania ("Assignor"), and Lynco Distribution, Inc. a corporation formed under the laws of the State of Illinois ("Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

### **RECITALS:**

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of March 24, 2023 (as may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the "Purchase Agreement"). Capitalized terms used herein and not expressly defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

**WHEREAS**, the Purchase Agreement provides, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment, and delivery by Assignor to Assignee of all of Assignor's right, title, and interest in the Acquired Assets, including the Intellectual Property Acquired Assets and the Acquired Domains and Websites (collectively, the "Intellectual Property Relating to the Business"); and

**WHEREAS**, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property Relating to the Business, together with the goodwill symbolized by the trademarks and service marks included therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Incorporation of Recitals.** The recitals above are hereby incorporated by reference as part of this Assignment.
2. **Intellectual Property Assignment.** Effective as of the Closing, Assignor hereby sells, assigns, conveys, grants and transfers unto Assignee the following:
  - a. Assignor's entire right, title and interest in and to the Intellectual Property Relating to the Business, including, without limitation, (i) the patents, patent applications, trademarks, service marks, trademark applications, service mark applications, copyrights, copyright applications, trade names and domain names set forth on Exhibit A attached hereto, and (ii) the goodwill of the business of Assignor carried on in connection with the trademarks and service marks set forth on Exhibit A attached hereto.
  - b. All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any

Intellectual Property Relating to the Business prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name;

c. All of Assignor's right, title and interest in and to all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to any of the Intellectual Property Relating to the Business, including, without limitation, the right to recover for past, present or future infringements by others of the Intellectual Property Relating to the Business; and

d. All rights corresponding to the Intellectual Property Relating to the Business throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. **Further Assurance.** Assignor agrees that it shall do, execute, acknowledge, and deliver, all acts, agreements, documents, instruments, notices, and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby. Assignor will at any time upon request and without further consideration, make all rightful oaths, and do all lawful acts required for procuring and enforcing the Intellectual Property Relating to the Business including all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world.
4. **No Further Use of the Intellectual Property.** After the Closing, the Assignor agrees to make no further use of the Intellectual Property Relating to the Business, except (a) as provided in the Purchase Agreement and (b) as authorized by the prior written consent of the Assignee, and the Assignor agrees to never challenge the Assignee's use, ownership, or validity, of the Intellectual Property Relating to the Business.
5. **No Implied Waiver.** The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.
6. **Enforceability.** If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or

restricted, or as if such provision had not been originally incorporated herein, as the case may be.

7. **Amendment**. This Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.
8. **No Third-Party Beneficiaries**. Nothing in this Assignment shall confer any rights upon any Person other than Assignor, Assignee and any intended third-party beneficiary in the Purchase Agreement, and each such party's respective successors and permitted assigns.
9. **Successors and Assigns**. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
10. **Governing Law**. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision thereof that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.
11. **Purchase Agreement Governs**. Notwithstanding anything contained in this Assignment to the contrary, the terms and provisions of the Purchase Agreement shall control the extent of the sale and assignment made pursuant to this Assignment. The rights and obligations of the parties to the Purchase Agreement set forth in the representations, warranties, covenants, indemnities, agreements and other terms and provisions of the Purchase Agreement shall be neither limited, altered, or impaired nor enhanced or enlarged hereby or by performance hereunder.
12. **Counterparts/Electronic Signatures**. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
13. **Entire Assignment**. This Assignment and the Purchase Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.
14. **Notice**. Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

Jacob Ash Holdings, Inc.

Attn: Jack Teitz

301 Munson Avenue  
McKees Rocks, PA 15126

With a concurrent copy to:  
Campbell & Levine, LLC  
Attn: Paul J. Cordaro  
310 Grant Street, Suite 1700  
Pittsburgh, PA 15219

If to the Assignee:

Lynco Distribution, Inc.  
Attn: Edward Lampo  
1410 11<sup>th</sup> Street West  
Milan, IL 61264

With a concurrent copy to:  
Hamilton IP Law, PC  
Attn: Jay R. Hamilton  
4620 E. 53<sup>rd</sup> St. Suite 214  
Davenport, IA 52807

**15. Headings.** Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

*[SIGNATURE PAGE TO FOLLOW]*

**IN WITNESS WHEREOF**, the Parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

**ASSIGNOR:**

JACOB ASH HOLDINGS, INC.

By: Compass Advisory Partners, LLC

Its: Chief Restructuring Officer

By: 

Name: John Teitz

Its: Authorized Representative

**ASSIGNEE:**

LYNCO DISTRIBUTION, INC.

By: \_\_\_\_\_

Name: Edward Lampo

Its: President



IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

**ASSIGNOR:**

JACOB ASH HOLDINGS, INC.

By: Compass Advisory Partners, LLC

Its: Chief Restructuring Officer

By: \_\_\_\_\_

Name: John Teitz

Its: Authorized Representative

**ASSIGNEE:**

LYNCO DISTRIBUTION, INC.

By:  \_\_\_\_\_

Name: Edward Lampo

Its: President

**EXHIBIT A: INTELLECTUAL PROPERTY**

**1. PATENTS/PATENT APPLICATIONS**

Patent Number	Country	Title	Status	Issue Date	Application Number	Filing Date
N/A	United States	Garment Having Work Revealing Window and Method of Use	Abandoned		15/915,752	3/8/2018
6941681	United States	Warmer for Feet and Toes	Issued	9/13/2005	10/382,813	3/6/2003
9295292	United States	GARMENT WITH WINDOW AND DETACHABLE POCKET	Issued	3/29/2016	14/255,004	4/17/2014
D558431	United States	HEATED CAP	Expired	1/1/2008	29/252,640	1/25/2006
D558956	United States	HEATED BALACLAVA	Expired	1/8/2008	29/252,639	1/25/2006
D602228	United States	HEATED NECK SCARF	Issued	10/20/2009	29/295,245	9/24/2007
D604481	United States	FOOTWARMER	Issued	11/24/2009	29/302,480	1/17/2008

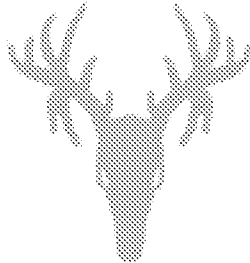

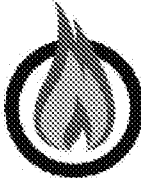



## 2. TRADEMARKS

Registration Number	Country	Title	Status	Registered Date	Serial Number	Filing Date
6437121	United States	Antler design	Issued	8/3/2021	88960626	6/11/2020
3014157	United States	AQUA E4	Issued	11/8/2005	78434023	6/11/2004
2561865	United States	ATTABOY	Abandoned	4/16/2002	76316345	9/24/2001
2476975	United States	ATTABOY DESIGN	Abandoned	8/14/2001	75514325	7/6/1998
2588440	United States	ATTAKID	Abandoned	7/2/2002	76325176	10/16/2001
5618285	United States	BUILTCOOL	Issued	11/27/2018	87415306	4/18/2017
TMA1076804	Canada	BUILTCOOL	Issued	4/14/2020	1845160	6/29/2017
2588441	United States	DOG DESIGN	Abandoned	7/2/2002	76325177	10/16/2001
1978963	United States	ECORAGGS	Issued	6/4/1996	74601623	11/21/1994
TMA471627	Canada	ECORAGGS-CA	Issued	2/25/1997	782243	5/8/1995
1372702	United States	ESKI CAP & DESIGN	Abandoned	11/26/1985	73525165	3/4/1985
4345476	United States	FLAME DESIGN	Abandoned	6/4/2013	85619838	5/8/2012
2371754	United States	FOR THOSE WHO PREFER NO WALLS TO FOUR WALLS	Abandoned	7/25/2000	75660270	3/15/1999
1292970	United States	Gripriht	Abandoned	9/4/1984	73386002	9/16/1982
1581630	United States	Hand Shield	Abandoned	2/6/1990	73776820	1/26/1989
2320590	United States	HOT SHOT	Issued	2/22/2000	75520103	7/16/1998
6458974	United States	HOT SHOT	Issued	8/24/2021	88960093	6/11/2020

4363349	United States	HOTMOCS	Issued	7/9/2013	85619854	5/8/2012
5971652	United States	HOTMOCS	Issued	1/28/2020	88481762	6/20/2019
4349036	United States	HOTMOCS PACK SOME HEAT	Abandoned	6/11/2013	85619871	5/8/2012
6146431	United States	I	Issued	9/8/2020	88789435	2/7/2020
6656028	United States	I	Issued	3/1/2022	88977771	2/7/2020
N/A	United States	Ice Plow	Abandoned	N/A	77651319	1/16/2009
1677705	United States	IGLOO DESIGN	Abandoned	3/3/1992	74093767	9/4/1990
N/A	United States	IGLOOSBU ILT	Published	N/A	88559615	8/1/2019
1555849	United States	Industry- Tough	Abandoned	9/12/1989	73776818	1/26/1989
1630134	United States	Insulating Warmth	Abandoned	1/1/1991	74005368	11/27/1989
0869037	United States	JA Logo	Abandoned	5/6/1969	72303760	7/29/1968
N/A	United States	Nat & Alex Designs	Published	N/A	88785829	2/5/2020
1642117	United States	Pedigree	Abandoned	4/23/1991	73802424	5/24/1989
1642865	United States	Pedigree Knit	Abandoned	4/30/1991	73802437	5/24/1989
1093318	United States	Pedigree Knit Design	Abandoned	6/13/1978	73116060	2/16/1977
2585401	United States	PUFFIN DESIGN	Abandoned	6/25/2002	76339320	11/19/2001
1955419	United States	PUFFIN DOWN	Issued	2/6/1996	74567012	8/29/1994
2995798	United States	RYNO	Issued	9/13/2005	78257093	6/2/2003
833725	United States	Schuss	Abandoned	8/15/1967	72254472	9/14/1966
1030139	United States	Snow Blazers	Abandoned	1/13/1976	73045033	2/24/1975
2283107	United States	St. Sebastian	Abandoned	10/5/1999	75520118	7/16/1998

1081851	United States	Sun with Glasses Design	Abandoned	1/10/1978	73124956	5/2/1977
1200493	United States	The Hard Hatter	Abandoned	7/6/1982	73263356	5/23/1980
1077959	United States	Thermo-mask	Abandoned	11/22/1977	73111578	1/5/1977
2239773	United States	Thermosupreme	Abandoned	4/13/1999	75375277	10/17/1997

### 3. COPYRIGHTS

Trademark	Country	Status	Image
Antler design	United States	Unregistered	
ESKI CAP & DESIGN	United States	Unregistered	
FLAME DESIGN	United States	Unregistered	
IGLOO DESIGN	United States	Unregistered	
PUFFIN DESIGN	United States	Unregistered	
DOG DESIGN	United States	Unregistered	

HOTMOCS	United States	Unregistered	
HOTMOCS PACK SOME HEAT	United States	Unregistered	
I	United States	Unregistered	
I	United States	Unregistered	
Attaboy	United States	Unregistered	
Stylized Sun with Glasses	United States	Unregistered	
Pedigree Knit Logo	United States	Unregistered	
Jacob Ash Logo	United States	Unregistered	
Schuss Logo	United States	Unregistered	

**4. Domain Name Registrations**

<b>Domain Name</b>	<b>Registrant Name</b>	<b>Expiration Date</b>	<b>Registrar</b>
jacobash.com	Jacob Ash Holdings, Inc.		
hotshotgear.com	Jacob Ash Holdings, Inc.		
igloosoutdoor.com	Jacob Ash Holdings, Inc.		
ja-eg.com	Jacob Ash Holdings, Inc.		
eg-ja.com	Jacob Ash Holdings, Inc.		
wholesale1930.com	Jacob Ash Holdings, Inc.		
schuesslerheadwear.com	Jacob Ash Holdings, Inc.		
textpac.net	Jacob Ash Holdings, Inc.		

**5. Software/Data**

<b>Product</b>	<b>Description</b>	<b>Description</b>	<b>Description</b>
IGLOOS/IGLOOSBUILT	Amazon store		