

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aksels, Inc.		05/01/2023	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Lakeshirts LLC		
Street Address:	750 Randolph Road		
City:	Detroit Lakes		
State/Country:	MINNESOTA		
Postal Code:	56501		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4066688	AKSELS	
Registration Number:	6676266	AKSELS	
Registration Number:	6538099	DNVR	
Registration Number:	5294791	BURNIES	
Registration Number:	4732968	BORN LOCALLY.	
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:	612-296-7788		
Email:	dniles@nilolaw.com		
Correspondent Name:	Donald W. Niles		
Address Line 1:	121 Colfax Ave SW		
Address Line 4:	Wadena, MINNESOTA 56482		
NAME OF SUBMITTER:	Donald W. Niles		
SIGNATURE:	/Donald W. Niles/		
DATE SIGNED:	06/20/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of May 1, 2023, by and between Aksels, Inc., a Colorado corporation ("Assignor") and Lakeshirts LLC, a Minnesota limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registrations and applications listed in Appendix A attached hereto, including any common law trademark rights therefor (the "Marks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, and the other parties thereto, and that certain Intellectual Property Rights Assignment Agreement, dated as of the date hereof, by and between Assignor and Assignee, Assignee has purchased all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries now or hereafter in effect and including the portion of the business of Assignor to which the Marks pertain, the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

This Assignment is executed and delivered by the parties with the intention that it shall be construed, interpreted and applied in accordance with the laws of the State of Delaware without regard to its conflicts of law principles.

[Signatures pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

AKSELS, INC.

By: 

Dane Aksel Burneson
President

[Signature Page to Trademark Assignment]

ASSIGNEE:

LAKESHIRTS LLC

By: 

Michael D. Hutchinson
Co-CEO

[Signature Page to Trademark Assignment]

APPENDIX A

MARKS

Mark	Country	Serial No. (Filing Date)	Registration No. (Issue Date)
AKSELS	U.S.	85299727	4066688
AKSELS	U.S.	90613109	6676266
DNVR	U.S.	90433080	6538099
BURNIES	U.S.	87320227	5294791
BORN LOCALLY	U.S.	86230596	4732968