

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM822373

|   |  |  |                             |
|---|--|--|-----------------------------|
| <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>          |
| Carroll Companies, Inc.   |  | 01/03/2023                               | Corporation: NORTH CAROLINA |
| <b>RECEIVING PARTY DATA</b>   |  |  |                             |
| <b>Name:</b>  | Shaf International, Inc.                           |  |                             |
| <b>Street Address:</b>  | 34 Owens Drive                                     |  |                             |
| <b>City:</b>  | Wayne  |  |                             |
| <b>State/Country:</b>   | NEW JERSEY   |  |                             |
| <b>Postal Code:</b>   | 07470  |  |                             |
| <b>Entity Type:</b>   | Corporation: NEW JERSEY                            |  |                             |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |  |                             |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                         |                             |
| <b>Registration Number:</b>   | 3608021  | AUTHENTIC QUALITY MILWAUKEE MOTORCYCLE C |                             |
| <b>Registration Number:</b>   | 4398875  | MILWAUKEE MOTORCYCLE CLOTHING CO.        |                             |
| <b>CORRESPONDENCE DATA</b>  |  |  |                             |
| <b>Fax Number:</b>  |  |  |                             |
| <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>   | 8447633347   |  |                             |
| <b>Email:</b>   | trademarks@sneedlegal.com                          |  |                             |
| <b>Correspondent Name:</b>  | Jason M. Sneed                                     |  |                             |
| <b>Address Line 1:</b>  | 445 South Main Street, Suite 400                   |  |                             |
| <b>Address Line 4:</b>  | Davidson, NORTH CAROLINA 28036                     |  |                             |
| <b>NAME OF SUBMITTER:</b>   | Jason M. Sneed                                     |  |                             |
| <b>SIGNATURE:</b>   | /Jason M. Sneed/                                   |  |                             |
| <b>DATE SIGNED:</b>   | 07/06/2023   |  |                             |
| <b>Total Attachments: 2</b>   |  |  |                             |
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| source=2023-01-03 Trademark Assignment Agreement#page2.tif  |  |  |                             |

OP \$65.00 3608021

Exhibit A

Trademark Assignment Agreement

This Trademark Assignment Agreement (the "Assignment") is by and between Carroll Companies, Inc., a North Carolina corporation with a principal place of business in Boone, North Carolina (hereinafter referred to as either "Carroll" or "Assignor") and Shaf International, Inc., a New Jersey corporation with a principal place of business in Wayne, New Jersey (hereinafter referred to as either "Shaf" or "Assignee") (Shaf and Carroll collectively shall be referred to as the "Parties" herein) and is effective the date the last of the Parties signs where designated below (the "Effective Date").

WHEREAS, Assignor owns the following trademarks and accompanying registrations, and all goodwill associated with and symbolized by the trademarks:

- AUTHENTIC QUALITY MILWAUKEE MOTORCYCLE CLOTHING CO. & Design, U.S. Reg. No. 3,608,021, as follows:



- MILWAUKEE MOTORCYCLE CLOTHING CO., U.S. Reg. No. 4,398,875;

and

- MILWAUKEE AUTHENTIC QUALITY MOTORCYCLE CLOTHING CO. & Design, EUTM No. 002986396, as follows:



TRADEMARK

REEL: 008125 FRAME: 0354

(the "Trademarks");

WHEREAS, Assignor desires to assign and Assignee desires to acquire all rights, title and interest in and to the Trademarks, together with their associated registrations and all associated goodwill;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Effective Date: This Assignment shall be effective as of the last date of execution by all of the Parties below.
2. Upon the Effective Date, Assignor hereby assigns and transfers to Assignee the full and exclusive entire right, title and interest in and to the Trademarks, including all goodwill of the business associated with and symbolized by the Trademarks, and including, without limitation, all common law rights in the Trademarks, the right to register and renew registration of the Trademarks, all proceeds therefor (including all license royalties and proceeds of infringement suits or other enforcement activities), the right to license the Trademarks, and the right to sue for past, present and future infringement of the Trademarks.

In witness whereof, the Parties have executed this Assignment as follows:

Assignor:

Carroll Companies, Inc.

By: 

Printed Name: Chad Farschiva

Title: Vice President

Date: 01/03/23

Assignee:

Shaf International, Inc.

By: 

Printed Name: Steven Young

Title: Vice President

Date: 01/03/23