

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834345


SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
I.N.C., Inc.		01/30/2020	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Impact Products LLC		
Street Address:	2040 Bridgeport Drive		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40502		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5270746		
CORRESPONDENCE DATA			
Fax Number:	2066826031		
<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:	2066224900		
Email:	andreap@SeedIP.com		
Correspondent Name:	Jared M. Barrett		
Address Line 1:	701 Fifth Avenue		
Address Line 2:	Suite 5400		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Jared M. Barrett		
SIGNATURE:	/Jared M. Barrett/		
DATE SIGNED:	08/24/2023		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Trademark Assignment**"), dated January 30, 2020 is entered into by and between, I.N.C., Inc. ("**Assignor**"), a Washington corporation whose mailing address is 1819 Schuman Way, Suite 106, Woodland, Washington 98674, and Impact Products LLC ("**Assignee**"), a Kentucky limited liability company whose address is 2040 Bridgeport Drive, Lexington, Kentucky 40502. This Trademark Assignment is being executed pursuant to an Asset Purchase Agreement dated of even date herewith, by and among Assignor, Assignee, Steven M. Latimer, Willard W. Latimer, Cheryl D. Poppe, Susan G. Nelson, and Shelley M. Rinta (the "**Purchase Agreement**"). Capitalized terms used but not otherwise defined in this Trademark Assignment shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, Assignor has adopted, used, and (where indicated) applied to register and/or registered the following trademark(s):

Trademark	Application Number	Filing Date	Registration Number	Registration Date
	87/314,743	January 26, 2017	5,270,746	August 22, 2017
KICK-EEZ	87/314,682	January 26, 2017	5,270,740	August 22, 2017

(hereinafter referred to as the "**Trademarks**"); and

WHEREAS, Assignee desires to acquire all of the right, title, and interest in and to the Trademarks, including the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration as set forth herein and in the Purchase Agreement, the receipt of which consideration is hereby acknowledged by the undersigned:

1. Assignor hereby sells, transfers, conveys, and assigns all of Assignor's right, title, and interest in and to the Trademarks, as well as the goodwill of the business symbolized thereby, said registrations and the right to register the Trademarks worldwide, and the right to sue for past, present, and future infringement, to Assignee, and Assignee hereby accepts such assignment.

2. Assignor sells, assigns, transfers and sets over to Assignee, and its lawful successors and assigns, Assignor's entire right, title, and interest in and to (a) the Trademarks, (b) all goodwill symbolized by and associated with the business conducted under such Trademarks, (c) all registrations and applications (including intent-to-use applications) for the Trademarks together with the business or portion thereof to which the Trademarks apply, which business is ongoing and existing, and all rights to claim priority to such registrations and

applications, (d) all income, royalties, damages and payments in respect of the Trademarks, (e) all rights to apply to register and register the Trademarks, and (f) all rights to sue and recover for any past, present or future infringements, dilution, damage, profits or injury (and including the right to take over and continue any and all existing suits) to the Trademarks.

3. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks and all applications and registrations thereof, and to issue all corresponding registrations to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

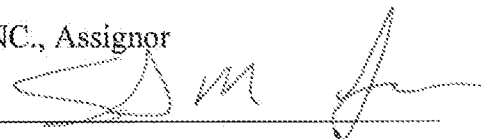
4. Assignor hereby agrees, without further consideration, to execute all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure for Assignee or to its successors or assigns, or to evidence the rights hereby transferred.

5. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Assignor has caused this Trademark Assignment to be duly executed below, as of the effective date of the Agreement.

I.N.C., INC., Assignor

By: _____



Its: _____

PRESIDENT

Agreed and Acknowledged:

IMPACT PRODUCTS LLC, Assignee

By: _____

Its: Manager

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applications, (d) all income, royalties, damages and payments in respect of the Trademarks, (e) all rights to apply to register and register the Trademarks, and (f) all rights to sue and recover for any past, present or future infringements, dilution, damage, profits or injury (and including the right to take over and continue any and all existing suits) to the Trademarks.

3. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks and all applications and registrations thereof, and to issue all corresponding registrations to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. Assignor hereby agrees, without further consideration, to execute all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure for Assignee or to its successors or assigns, or to evidence the rights hereby transferred.

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I.N.C., INC., Assignor

By: _____

Its: _____

Agreed and Acknowledged:

IMPACT PRODUCTS LLC, Assignee

By: Raymond J. Gagliardi

Its: Manager

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