

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM852670

<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>
Duluth Holdings Inc.		11/08/2023	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Best Made Company Incorporated		
<b>Street Address:</b>	989 County Highway 6		
<b>City:</b>	Bovina Center		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	13740		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4130672	BEST X MADE	
<b>Registration Number:</b>	4481753	BEST X MADE	
<b>Registration Number:</b>	4481754	X MADE	
<b>Registration Number:</b>	4983912	BEST X MADE	
<b>Registration Number:</b>	5005744	BEST MADE	
<b>Registration Number:</b>	5267012	X	
<b>Registration Number:</b>	5402150	X	
<b>Registration Number:</b>	5633724	X	
<b>Registration Number:</b>	5634536	X	
<b>Registration Number:</b>	5781416	SX	
<b>Registration Number:</b>	5781417	SEAMLESS & STEADFAST	
<b>Registration Number:</b>	5781420		
<b>Registration Number:</b>	5832186	BE OPTIMISTIC	
<b>Registration Number:</b>	6798106	X	
<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>	6169499610		

OP \$365.00 4130672

**Email:** ptomail@priceheneveld.com  
**Correspondent Name:** PRICE HENEVELD LLP  
**Address Line 1:** 695 KENMOOR S.E.  
**Address Line 2:** P.O. BOX 2567  
**Address Line 4:** GRAND RAPIDS, MICHIGAN 49501-2567

**NAME OF SUBMITTER:** Aaron J. Wong

**SIGNATURE:** /Aaron J. Wong/

**DATE SIGNED:** 11/10/2023

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the “Assignment”) is made and entered into as of the 8th day of November, 2023, by and between Duluth Holdings Inc., a Wisconsin corporation, with its principal offices located at 201 East Front Street, Mount Horeb, Wisconsin 53572 (the “Assignor”) and Best Made Company Incorporated, a Delaware corporation, with its principal offices located at 989 County Highway 6, Bovina Center, NY 13740 (the “Assignee”). The Assignor and the Assignee may be referred to herein collectively as the “Parties” and each individually as a “Party”.

### RECITALS

WHEREAS, Assignor is the owner of the entire right and interest in and to the trademark registrations and the trademark applications as set forth in Annex A (collectively, the “Trademarks”).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the “Purchase Agreement”) on November 8, 2023 (“Effective Date”), pursuant to which Assignor is selling certain assets to Assignee, including the Trademarks.

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept the assignment of, all right, title and interest of Assignor in and to the Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, including consideration payable pursuant to the terms of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Assignor hereby transfers, assigns, conveys and delivers to Assignee as of the Effective Date, and Assignee accepts, all right, title and interest of Assignor in and to the Trademarks, including any and all: (a) goodwill symbolized thereby; (b) common law rights associated therewith; (c) all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for past or future infringement or dilution with respect to the Trademarks; and (d) rights to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. **Further Assurances.** Assignor agrees that it shall take such other similar actions as Assignee may reasonably require to effectively assign, convey, and transfer to Assignee the Trademarks, including, but not limited to execution of any and all documents necessary to record the Assignment with the United States Patent and Trademark Office, the European Union, the Intellectual Property Office of the United Kingdom, and the Canadian Intellectual Property Office.

3. **Conflicts.** Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and sale.

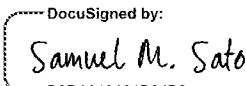
4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the substantive law of the State of Wisconsin without giving effect to the principles of conflicts of law thereof.

5. **Purchase Agreement.** This Assignment is subject to all the terms and conditions of the Purchase Agreement and its terms shall not modify the applicable terms and conditions of the Purchase Agreement. If any terms of the Purchase Agreement and the terms of this Assignment conflict, the terms of the Purchase Agreement control.

IN WITNESS WHEREOF, the authorized representative of Assignor has duly executed and delivered this Trademark Assignment as of the Effective Date.

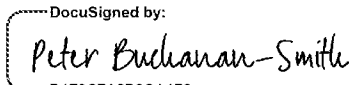
ASSIGNOR:

Duluth Holdings Inc.

By:   
Samuel M. Sato, Chief Executive Officer

ASSIGNEE:

Best Made Company Incorporated

By:   
Peter Buchanan-Smith, President

Schedule A

## Trademarks, Trade Names, and Logos





Image	Trademark	Country	Appl. No.	Reg. No.	Reg. Date	Status
	BE OPTIMISTIC Stylized	United States of America	88/199,233	5,832,186	Aug 13, 2019	Registered
	BEST MADE	United States of America	86347409	5,005,744	Jul 26, 2016	Registered
	BEST X MADE Logo	United States of America	86/347,401	4,983,912	Jun 21, 2016	Registered
	BEST X MADE Logo	United States of America	85/602,740	4,481,753	Feb 11, 2014	Registered
	BEST X MADE Logo	United States of America	85/260,274	4,130,672	Apr 24, 2012	Registered


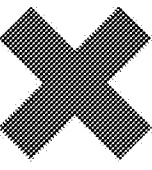
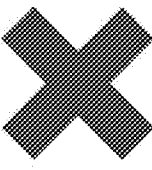
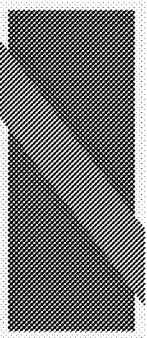
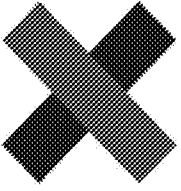
Image	Trademark	Country	Appl. No.	Reg. No.	Reg. Date	Status
	BEST X MADE Logo	Canada	1,834,871	TMA1,089,651	Dec 14, 2020	Registered
	Red X Logo	European Union (Community)	16667751	16667751	Dec 04, 2017	Registered
	Red X Logo	United Kingdom	UK00916667751	UK00916667751	Dec 04, 2017	Registered
	Red, White, and Blue Slash Logo	United States of America	88199239	5781420	Jun 18, 2019	Registered
	SEAMLESS & STEADFAST	United States of America	88/199,230	5,781,417	Jun 18, 2019	Registered
	TWO TONE X Logo	United States of America	88/197,433	6,798,106	Jul 19, 2022	Registered

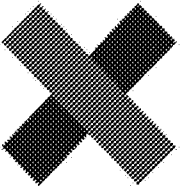
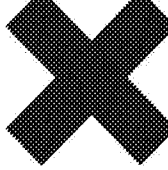
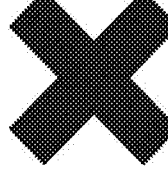
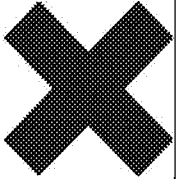
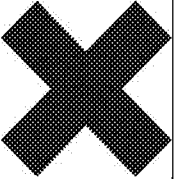



Image	Trademark	Country	Appl. No.	Reg. No.	Reg. Date	Status
	TWO TONE X Logo	Canada	1,963,423			Published
	X Logo	United States of America	87/796,859	5,634,536	Dec 18, 2018	Registered
	X Logo	United States of America	87453298	5633724	Dec 18, 2018	Registered
	X Logo	United States of America	86/982,553	5,267,012	Aug 15, 2017	Registered
	X Logo	United States of America	86/869,945	5,402,150	Feb 13, 2018	Registered
	X Logo	Canada	1,834,869			Pending

Image	Trademark	Country	Appl. No.	Reg. No.	Reg. Date	Status
	X Logo	European Union (Community)	1748801	17488801	Apr 30, 2018	Registered
	X Logo	United Kingdom	UK00917488801	UK00917488801	Apr 30, 2018	Registered
	X MADE Logo	United States of America	85/602,748	4,481,754	Feb 11, 2014	Registered
	X MADE Logo	Canada	1,834,870	TMA1,079,987	Jun 24, 2020	Registered
	XS Logo	United States of America	88/199,223	5,781,416	Jun 18, 2019	Registered

TRADEMARK

REEL: 008255 FRAME: 0595

RECORDED: 11/10/2023