

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM871191

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900830235		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FORTDRESS AMERICA LLC		01/05/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	REFRIGIWEAR, LLC		
<b>Street Address:</b>	54 Breakstone Drive		
<b>City:</b>	Dahlonega		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30533		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98302461	FREEZER WEAR FOR THE PRO.	
<b>Serial Number:</b>	98161526	ORDER TODAY, WARM TOMORROW.	
<b>Serial Number:</b>	98161543	ORDER TODAY, WARM TOMORROW.	
<b>Registration Number:</b>	6430077	AVASKA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4042520970		
<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>	404-252-0900		
<b>Email:</b>	mandy@sladlaw.com		
<b>Correspondent Name:</b>	Jeffrey B. Sladkus		
<b>Address Line 1:</b>	1397 Carroll Drive		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30318		
<b>NAME OF SUBMITTER:</b>	Jeffrey B. Sladkus		
<b>SIGNATURE:</b>	/Jeffrey B. Sladkus/		
<b>DATE SIGNED:</b>	01/25/2024		
<b>Total Attachments: 7</b>			
source=Notice#page1.tif			

source=CoverSheet#page1.tif

source=RefrigiWear - Avaska Trademark Assignment Agreement#page1.tif

source=RefrigiWear - Avaska Trademark Assignment Agreement#page2.tif

source=RefrigiWear - Avaska Trademark Assignment Agreement#page3.tif

source=RefrigiWear - Avaska Trademark Assignment Agreement#page4.tif

source=RefrigiWear - Avaska Trademark Assignment Agreement#page5.tif

900830235 01/23/2024

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM870417

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900827904

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FORTDRESS AMERICA LLC		01/05/2024	Corporation: DELAWARE

RECEIVING PARTY DATA

<b>Name:</b>	REFRIGIWEAR, LLC
<b>Street Address:</b>	54 Breakstone Drive
<b>City:</b>	Dahlonega
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30533
<b>Entity Type:</b>	Limited Liability Company: GEORGIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	98302461	FREEZER WEAR FOR THE PRO.
Serial Number:	98161526	ORDER TODAY, WARM TOMORROW.
Serial Number:	98161543	ORDER TODAY, WARM TOMORROW.
Registration Number:	6430077	AVASKA

CORRESPONDENCE DATA

**Fax Number:** 4042520970  
*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:** 404-252-0900  
**Email:** mandy@sladlaw.com  
**Correspondent Name:** Jeffrey B. Sladkus  
**Address Line 1:** 1397 Carroll Drive  
**Address Line 4:** Atlanta, GEORGIA 30318

<b>NAME OF SUBMITTER:</b>	Jeffrey B. Sladkus
<b>SIGNATURE:</b>	/Jeffrey B. Sladkus/
<b>DATE SIGNED:</b>	01/23/2024

Total Attachments: 7  
source=Notice#page1.tif

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (“**Trademark Assignment**”), dated as of January 5, 2024, is made by FORTDRESS AMERICA LLC, a Delaware limited liability company located at 4335 Anderson Road, Knoxville, Tennessee 37918 (“**Assignor**”), in favor of REFRIGIWEAR, LLC, a Georgia limited liability company located at 54 Breakstone Drive, Dahlonega, Georgia 30533 (“**Assignee**”).

**WHEREAS**, under the terms of the Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and the other parties thereto, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and with any corresponding entities or agencies in any applicable jurisdictions.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment**. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the following (the “**Assigned Trademark Rights**”):

(a) all trademark registrations and applications set forth in **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with all of the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, but not limited to, all rights in and to any other applications or registrations for the Trademarks filed anywhere in the world and all rights to claim priority in any country on the basis of any such applications or registrations;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Other Actions**. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other administrative or government entities, agencies, and officials in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, without further consideration, and at Assignee’s sole cost and

expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict of laws provisions.

*[Remainder of page intentionally left blank.  
Signature page immediately follows.]*

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

**ASSIGNOR:**

FORTDRESS AMERICA LLC,  
a Delaware limited liability company

By:   
Name: Shane Carmichael  
Title: Secretary

**ASSIGNEE:**

REFRIGIWEAR, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Name: Erika K. Stanford  
Title: Vice President and Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 008326 FRAME: 0810**

**IN WITNESS WHEREOF**, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

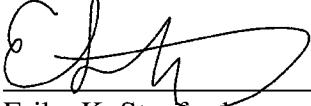
**ASSIGNOR:**

FORTDRESS AMERICA LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Shane Carmichael  
Title: Secretary

**ASSIGNEE:**

REFRIGIWEAR, LLC,  
a Georgia limited liability company

By:  \_\_\_\_\_  
Name: Erika K. Stanford  
Title: Vice President and Assistant Secretary

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Reg. No. [App No.]</b>	<b>Reg. Date [File Date]</b>
FREEZER WEAR FOR THE PRO.	USPTO	Pending	[98302461]	7-DEC-2023
ORDER TODAY, WARM TOMORROW.	USPTO	Pending	[98161526]	01-SEP-2023
ORDER TODAY, WARM TOMORROW.	USPTO	Pending	[98161543]	01-SEP-2023
AVASKA	USPTO	Registered	6430077	20-JUL-2021