

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400989

<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>
Li & Fung (B.V.I.) Limited		09/12/2016	Corporation: VIRGIN ISLANDS, BRITISH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dennis R. Baacke		
<b>Street Address:</b>	W7259 Spirit Haven Road		
<b>City:</b>	Tomahawk		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54487		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3089096	BIRD N LITE	
<b>Registration Number:</b>	3089097		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142259753		
<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>	414-225-9755		
<b>Email:</b>	docketing@boylefred.com		
<b>Correspondent Name:</b>	Boyle Fredrickson, S.C.		
<b>Address Line 1:</b>	840 North Plankinton Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53203		
<b>ATTORNEY DOCKET NUMBER:</b>	403.000		
<b>NAME OF SUBMITTER:</b>	Mathew E. Corr		
<b>SIGNATURE:</b>	/Mathew E. Corr/		
<b>DATE SIGNED:</b>	10/05/2016		
<b>Total Attachments: 6</b>			
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**TERMINATION AND ASSIGNMENT AGREEMENT**

between

**LI & FUNG (B.V.I.) LIMITED**

and

**DENNIS R. BAACKE**

*DRB at 7/16*

**TRADEMARK**

**REEL: 005892 FRAME: 0244**

The Effective Date of this Agreement is 15 September 2016 (**Effective Date**)

**PARTIES**

- (1) Li & Fung (B.V.I.) Limited, a corporation incorporated and registered in British Virgin Islands whose registered office is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin (**Li & Fung**).
- (2) Dennis R. Baacke of W7259 Spirit Haven Road, Tomahawk, WI 54487 (**Baacke**).

(Each a **Party** and together the **Parties**).

**BACKGROUND**

- (A) Li & Fung is the owner of the IP Rights.
- (B) Baacke is the owner of the Upland Pack Vest Patent.
- (C) Baacke entered into a License Agreement dated 2 November 2006 (**License Agreement**) with JMI (USA) Limited (**JMI**) pursuant to which Baacke licensed to JMI the Upland Pack Vest Patent in consideration for a royalty payment.
- (D) On 31 March 2009, the Parties entered into an agreement dated 31 March 2009 pursuant to which Baacke confirmed that it consented to the assignment of the License Agreement from JMI to Li & Fung (**Assignment Agreement**).
- (E) The Parties agree to terminate the License Agreement with effect from the Effective Date of this Agreement (**Termination Date**) and Li & Fung agrees to assign the IP Rights to Baacke as of the Effective Date on the terms set out in this agreement.

**AGREED TERMS**

**1. DEFINITIONS**

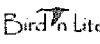

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**IP Rights** means the following intellectual property rights in the United States shown in Table 1 below:

**Table 1**

<b>Country</b>	<b>Type</b>	<b>Registration Number</b>	<b>Title/description</b>
United States	Patent	7,000,255	Garment with Adjustable Weight Support Mechanism

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Country	Type	Registration Number	Title/description
United States	Trade mark	3,089,096	 Lite (in class 25)
United States	Trade mark	3,089,087	 (in class 25)

**Upland Pack Vest Patent** means United States patent number 6,295,650 titled Upland Pack Vest.

2. **TERMINATION OF THE AGREEMENT**

2.1 The License Agreement is terminated with effect from the Termination Date.

3. **2016 ROYALTY PAYMENTS, PRODUCTS AND TRADE MARK LICENSE**

3.1 In consideration of the assignment of the IP Rights from Li & Fung to Baacke, Baacke waives his rights to receive the Royalty Payments from Li & Fung pursuant to paragraph 3 of the License Agreement for any royalties accrued as at the Termination Date and for any future royalty payments for 2016, including the minimum annual Royalty Payment for 2016 (**2016 Royalty Payment**) and releases Li & Fung from such payment obligations.

3.2 Baacke hereby grants Li & Fung a non-exclusive, royalty free license to use the Trade Marks referred to in Table 1 on products covered by the claims of the Upland Pack Vest Patent that were manufactured and sold to Li & Fung's (or its affiliates') customers prior to the Termination Date (**Products**) and for those customers to advertise, promote, offer for sale and sell the Products under and by reference to the Trade Marks. Li & Fung will maintain the nature and quality of goods made and sold under the Trade Marks with such quality being at least equal to the use, if any, of comparable goods or services by Baacke and upon request, will provide a sample of the Products and packaging to Baacke for approval, such approval will not be unreasonably withheld or delayed.

4. **ASSIGNMENT OF IP RIGHTS**

4.1 In consideration of Baacke agreeing to waive the 2016 Royalty Payment, Li & Fung hereby assigns to the Assignee all its right, title and interest in and to the IP Rights, including:

- (a) all statutory and common law rights attaching to the Trade Marks shown in Table 1, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and

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- (b) in and to all and any inventions disclosed in the Patent shown in Table 1 , including:
- (i) the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
  - (ii) the right to extend to or register in, or in respect of, any country or territory in the world each and any of the Patents and to extend to or register in or in respect of any country or territory in the world any patent or like protection granted on any of such applications;
  - (iii) the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the IP Rights whether occurring before, on or after the date of this agreement.

4.2 The Parties agree execute any such documents that are required for the purpose of giving full effect to this agreement. The Parties agree that the cost of filing any documents that are required for the purpose of giving full effect to this agreement, including any filing to record the assignment of the IP Rights with the USPTO shall be borne equally by the Parties.

## 5. MISCELLANEOUS

5.1 Waiver - No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5.2 Entire agreement - This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

5.3 Variation - No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

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5.4 Severance - If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

5.5 Counterparts - This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

6. **GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the State of New York.

7. **JURISDICTION**

Each party irrevocably agrees that the courts of the State of New York shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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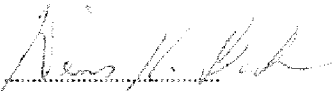
Executed as an agreement by LI &  
FUNG (B.V.I.) LIMITED acting by a  
director

Date: 9/12/16

  
[NAME OF DIRECTOR]  
Director RICHARD DARLING

Executed as an agreement by DENNIS  
R. BAACKE

Date: 9/7/16

  
Dennis R. Baacke

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9/7/16