

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POW Holdings, LLC		09/27/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Holden Outerwear, LLC		
Street Address:	27777 Franklin Rd, Ste 200		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4090454	HOLDEN	
Registration Number:	4088537	HOLDEN	
Registration Number:	2963335	HOLDEN	
CORRESPONDENCE DATA			
Fax Number:	2483513082		
<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:	2487271471		
Email:	byates@jaffelaw.com		
Correspondent Name:	Brenda R. Yates		
Address Line 1:	535 W. William St., Ste 400S		
Address Line 4:	Ann Arbor, MICHIGAN 48103		
ATTORNEY DOCKET NUMBER:	INI-GEN		
NAME OF SUBMITTER:	Brenda R. Yates		
SIGNATURE:	/bry/		
DATE SIGNED:	11/18/2016		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), signed September 27, 2016, but effective as of February 18, 2016, is made by and between **POW HOLDINGS, LLC**, a Delaware limited liability company located at 1118 NW Ballard Way, Seattle, WA 98107 ("Assignor"), and **HOLDEN OUTERWEAR, LLC**, a Michigan limited liability company located at 27777 Franklin Road, Suite 200, Southfield, MI 48034 ("Assignee").

RECITALS:

A. Assignor and Assignee have entered into that certain Purchase and Sale Agreement, dated and effective as of February 18, 2016 (the "PSA"), pursuant to which, among other things, Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to buy and accept, Assignor's entire right, title and interest in and to the Trademarks listed on Exhibit A (the "Trademarks").

B. Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks.

C. Assignor desires to transfer to Assignee all of Assignor's rights in the Trademarks.

AGREEMENTS:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Pursuant to the PSA, Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all of Assignor's rights, title and interest in and to the Trademarks, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, sale, conveyance and transfer had not been made.

3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's request, and at Assignee's expense, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its heirs, successors, assigns or other legal representatives.

4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademarks Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks.

5. The terms of the PSA are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenant, agreements and indemnities contained in the PSA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the PSA and the terms hereof, the terms of the PSA shall govern.

6. This Assignment shall be governed and controlled in all respects by the laws of the State of Delaware, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

8. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

[Signatures on the following page]

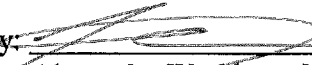
IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date set forth above.

ASSIGNOR:

POW HOLDINGS, LLC, a Delaware limited liability company

By: Union Bay Capital Management, LLC, its manager

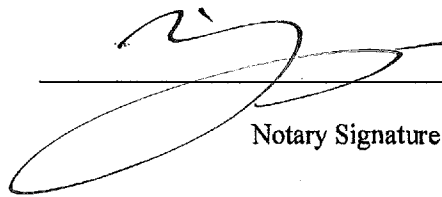
By: Columbia Pacific Advisors, LLC, its manager

By: 
Alexander Washburn, Manager

STATE OF Washington }
COUNTY OF King } SS.

On 27 September, 2016, before me, Yasamine Firoozi, personally appeared Alexander Washburn on behalf of POW Holdings, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

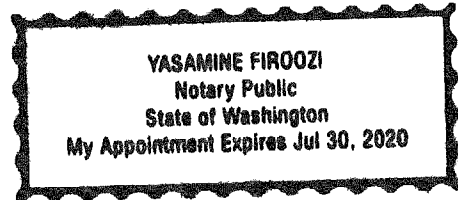

Notary Signature

ASSIGNMENT ACCEPTED:

ASSIGNEE:

HOLDEN OUTERWEAR, LLC,
a Michigan limited liability company

By: _____
Adam Shiffman, Managing Partner



IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date set forth above.

ASSIGNOR:

POW HOLDINGS, LLC, a Delaware
limited liability company

By: Union Bay Capital Management,
LLC, its manager

By: Columbia Pacific Advisors, LLC, its
manager

By: _____
Alexander Washburn, Manager

STATE OF _____ }
COUNTY OF _____ } ss.

On ____ September, 2016, before me, _____, personally appeared _____, on behalf of POW Holdings, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature

ASSIGNMENT ACCEPTED:

ASSIGNEE:


HOLDEN OUTERWEAR, LLC,
a Michigan limited liability company

By: Adam Shiffman 11/15/16
Adam Shiffman, Managing Partner

EXHIBIT A

TRADEMARKS

UNITED STATES:

TRADEMARKS	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE	CLASS and GOODS/SERVICES
HOLDEN	85334319	4090454	01/24/2012	IC 025. G & S: clothing, namely, jackets, sweaters, sweatshirts, pants, t-shirts, shirts, vests and outerwear, namely, snow pants, snow jackets, snow suits, insulated and thermal pants, jackets, and shirts; headgear, namely, hats, caps.
HOLDEN	85010758	US: 4088537 IRN: 1036851	US: 01/17/2012 IRN: 04/16/2012	IC 025. G & S: Footwear
 HOLDEN (stylized)	78378687	2963335	06/21/2005	IC 025. G & S: clothing, namely, jackets, sweaters, sweatshirts, pants, t-shirts, shirts, vests and outerwear, namely, snow pants, snow jackets, snow suits, insulated and thermal pants, jackets, and shirts; headgear, namely, hats, caps.

WIPO/MADRID (SWITZERLAND, EU, JAPAN, KOREA, NORWAY, RUSSIA)

TRADEMARKS	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE	CLASS and GOODS/SERVICES
HOLDEN	85010758	US: 4088537 IRN: 1036851	US: 01/17/2012 IRN: 04/16/2012	IC 025. G & S: Footwear

EUROPEAN UNION

TRADEMARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE	CLASS and GOODS/SERVICES
HOLDEN	2903342	2903342	05/26/2004	<p>IC 016: Paper, cardboard and goods made from these materials, not in other classes; printed material, including, photographs, stationery calendars, posters, postcards, banners, adhesives for stationery or household purposes, stickers, catalogs, point of sales materials, including display boxes and cardboard cut-outs.</p> <p>IC 018: Wallets, backpacks, and all-purpose sport and athletic bags.</p> <p>IC 025. G & S: Clothing, namely, jackets, sweaters, sweatshirts, pants, shorts, sweatpants, t-shirts, shirts, tank tops, polo shirts, socks, underwear, overalls, vests, pajamas, jumpsuit, track suits, bathing suits, belts, suspenders, and outerwear, namely, snow pants, snow jackets, ski bibs, snow suits, gloves, insulated and thermal pants, jackets and shirts; headgear, namely hats, caps, sun visors.</p>

CANADA

TRADEMARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE	CLASS and GOODS/SERVICES
HOLDEN (stylized)	1191986	TMA741773	06/10/2009	IC 018: Wallets, backpacks, and all-purpose sports and athletic bags. IC 025. G & S: Clothing, namely, jackets, sweaters, sweatshirts, pants, shorts, sweatpants, t-shirts, shirts, tank tops, polo shirts, socks, underwear, overalls, vests, pajamas, jumpsuit, track suits, bathing suits, belts, suspenders, and outerwear, namely, snow pants, snow jackets, ski bibs, snow suits, gloves, insulated and thermal pants, jackets and shirts; headgear, namely hats, caps, sun visors.
HOLDEN	1483063	NA	NA	IC 025. G & S: Footwear, namely shoes, boots, casual footwear, skate shoes, snowboarding boots.

JAPAN

TRADEMARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE	CLASS and GOODS/SERVICES
HOLDEN	2073013	4749348	02/20/2004	IC 025. G & S: Jackets, sweaters, sweatshirts, pants, t-shirts, shirts and other kind of polo shirt, tank top, underwear, overalls, vests, nightwear and other pajamas, jump suit, track suit, swimsuit, other clothing, socks, hood, Asian style conical hat, night cap, helmet, hats, sun visor, garter socks and stop sock, suspenders, band, belt, fancy clothes, ski pants, ski jacket, ski shirt suit, gloves, pants for cold weather, jacket and insulation.

NORWAY

TRADEMARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE	CLASS and GOODS/SERVICES
HOLDEN	200210381	219121	05/28/2003	IC 018: Wallets, backpacks, sports and gym bags. IC 025. G & S: Clothing, namely, jackets, sweaters, sweatshirts, pants, shorts, sweatpants, t-shirts, shirts, tank tops, polo shirts, socks, underwear, overalls, vests, pajamas, jumpsuits, track suits, bathing suits, belts, suspenders, and outerwear, namely, snow pants, snow jackets, ski bibs, snow suits, gloves, insulated and thermal pants, jackets and shirts; headgear, namely hats, caps, sun visors.

RUSSIA

TRADEMARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE	CLASS and GOODS/SERVICES
HOLDEN	2007740192	NA	02/06/2009	IC 025. G & S: clothing, footwear and headgear IC 028. G & S: Gymnastic and sporting articles.