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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM495992

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lakegirl, Inc.		10/23/2018	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	Lakeshirts, Inc.	
Street Address:	750 Randolph Rd	
City:	Detroit Lakes	
State/Country:	MINNESOTA	
Postal Code:	56501	
Entity Type:	Corporation: MINNESOTA	

PROPERTY NUMBERS Total: 14

1101 2111 1 10111 2110 101111 1			
Number	Word Mark		
5471086	LAKEGIRL		
5151224	LAKEGIRL		
5252457	DOCKBOY		
5308079	LAKEBABY		
4548808	LAKEGIRL		
4539913	LAKEGIRL		
4364750	LAKEGIRL		
3941890	LAKEGIRL		
3941889	LAKEGIRL		
3699375	LAKEGIRL		
3547503	LAKEGIRL		
3494644	LAKEGIRL		
3411417	LAKEGIRL		
3062427	LAKEGIRL		
	5471086 5151224 5252457 5308079 4548808 4539913 4364750 3941890 3941889 3699375 3547503 3494644 3411417		

CORRESPONDENCE DATA

Fax Number:

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: 612-296-7788

TRADEMARK REEL: 006470 FRAME: 0007

900471979

Email:dniles@nilolaw.comCorrespondent Name:Donald W. NilesAddress Line 1:121 Colfax Ave SW

Address Line 4: Wadena, MINNESOTA 56482

NAME OF SUBMITTER:	Donald W. Niles	
SIGNATURE:	/Donald W. Niles/	
DATE SIGNED:	10/30/2018	

Total Attachments: 3

source=2018-10-23 Trademark Assignment 10.23.18#page1.tif source=2018-10-23 Trademark Assignment 10.23.18#page2.tif source=2018-10-23 Trademark Assignment 10.23.18#page3.tif

TRADEMARK REEL: 006470 FRAME: 0008

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of October 23, 2018 by Lakegirl, Inc., a Minnesota corporation ("Assignor"), in favor of Lakeshirts, Inc., a Minnesota Corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States, Canadian and Australian trademark registrations listed in Appendix A attached hereto, including any common law trademark rights therefor (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated October 16, 2018 (the "Agreement"), under which Assignor agreed to sale and assign to Assignee all of Assignor's right, title and interest in and to the trademarks owned by Seller and used by Seller in its Business, together with the goodwill of the Business connected with the use of and symbolized by the trademarks.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Business connected with the use of and symbolized by the Marks, for the United States and for all foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

This Assignment is executed and delivered within the State of Minnesota and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of Minnesota without regard to its conflicts of law principles.

[Signatures on Following Page]

TRADEMARK REEL: 006470 FRAME: 0009 IN WITNESS WHEREOF, Assignor has duly executed this Agreement on this 23rd day of October, 2018.

Lakegirl, Inc.

7/0/0/0/201 1/17/6 Margaret M. Heglie

Its: Chief Executive Officer

STATE OF MINNESOTA)

SS.

COUNTY OF BECKER)

This instrument was acknowledged before me on October 23, 2018 by Margaret M.

Heglie, Chief Executive Officer of Lakegirl, Inc., a Minnesota corporation on behalf of the corporation.

Notary Public

BRENDA K MCDONALD NOTARY PUBLIC-MINNESOTA My Commission Expires JAN 31, 2020

TRADEMARK
REEL: 006470 FRAME: 0010

APPENDIX A

MARKS

Mark	Country	Serial No. (Filing Date)	Registration No. (Issue Date)
LAKEGIRL	U.S.	87/127,219	5,151,224
		(8-4-2016)	(2-28-2017)
LAKE BABY	U.S.	87/170,654	5,308,079
		(9-14-2016)	(10-10-2017)
DOCK BOY	U.S.	87/181,924	5,252,457
		(9-23-2016)	(7-25-2017)
LAKEGIRL	U.S.	78/460,993	3062427
		(8-3-2004)	(2-28-2006)
LAKEGIRL	U.S.	77/932,484	3941890
		(2-10-2010)	(4-5-2011)
LAKEGIRL	U.S.	77/932,482	3941889
		(2-10-2010)	(4-5-2011)
LAKEGIRL	U.S.	77/143,863	3411417
		(3-29-2007)	(4-15-2008)
LAKEGIRL	U.S.	77/143,306	3494644
6000		(3-29-2007)	(9-2-2008)
LAKEGIRL	U.S.	77/143,304	3699375
		(3-29-2007)	(10-20-2009)
LAKEGIRL	U.S.	77/143,302	3547503
		(3-29-2007)	(12-16-2008)
LAKEGIRL	U.S.	85/783,609	4364750
		(11-20-2012)	(7-9-2013)
LAKEGIRL	U.S.	85/781,446	4548808
10 1 W.0. 1		(3-8-2013)	(6-10-2014)
LAKEGIRL	U.S.	85/905,678	4539913
	30 300 50000°	(4-16-2013)	(5-27-2014)
LAKEGIRL	Canada	1387593	TMA761149
	270.000.000.000	(3-11-2008)	(3-9-2010)
LAKEGIRL	Australia	1759110	1759110
		(3-16-2016)	(10-26-2016)
LAKEGIRL	U.S.	87/422,749	5,471,086
		(4-24-2017)	(5-15-2018)

TRADEMARK
REEL: 006470 FRAME: 0011

RECORDED: 10/30/2018