

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499224

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Baffin LLC		11/01/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Baffin Limited
Street Address:	250 Bowie Avenue
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M6E4Y2
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2195088	BAFFIN
Registration Number:	3194855	BAFFIN
Registration Number:	2953402	SNO DOGS
Registration Number:	3966566	POLAR PROVEN
Registration Number:	4286479	FOOTWEAR WITH A CONSCIENCE
Registration Number:	4444127	PUR
Registration Number:	4444126	PUR FOOTWEAR WITH A CONSCIENCE
Registration Number:	4473422	BAFFIN POLAR PROVEN
Registration Number:	4748296	HEX-FLEX
Registration Number:	4978264	PACKABLES
Registration Number:	4615919	BAFFIN HEX-FLEX
Serial Number:	86298678	CANADIAN HERITAGE
Registration Number:	5005764	ENGINEERED IN CANADA TESTED WORLDWIDE
Serial Number:	86662988	BULLDOG INDUSTRIAL
Serial Number:	87661394	ICEBITE
Serial Number:	87666681	BORN IN THE NORTH. 1979

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 6123329081

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: 612-332-5300

Email: slindemeier@merchantgould.com

Correspondent Name: Merchant & Gould P.C.

Address Line 1: P.O. Box 2910

Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER:	17952.00000001
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NAME OF SUBMITTER:	Scott W. Johnston
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SIGNATURE:	/SWJ/
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DATE SIGNED:	11/21/2018
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Total Attachments: 9

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TRADEMARK ASSIGNMENT

WHEREAS, **Baffin LLC** ("**Assignor**") a corporation having a registered office at 3411 Silverside Road, Tatnall Building #104, Wilmington, DE, USA, 19810 is the owner of the whole right, title and interest in the trademarks listed in WORLDWIDE TRADEMARK SCHEDULE hereto, and the applications or registrations therefor;

AND WHEREAS, **Baffin Limited** ("**Assignee**"), a corporation having an office at 250 Bowie Avenue, Toronto, Ontario, Canada, M6E 4Y2 has acquired from Assignor, pursuant to an **Asset Purchase Agreement** between the parties entered into as of **November 1, 2018** (the "**APA**"), the whole right, title and interest in and to said trademarks and applications and registrations or resulting registrations therefor, together with the goodwill of the business carried on in association with said trademarks, effective November 1, 2018;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor confirms that it has sold, assigned and transferred unto Assignee, its successors and assigns, all right, title and interest in and to said trademarks and applications and registrations or resulting registrations therefor, together with the goodwill of the business carried on in association with the trademarks, the same to be held by Assignee as fully and entirely as same would have been held by Assignor if this assignment and sale had not been made; together with all claims for past, present and future damages by reason of infringement or other violation of the same, with the right to sue for past, present and future damages and collect the same for its own use and enjoyment;

AND Assignee hereby accepts the assignment and transfer as aforesaid;

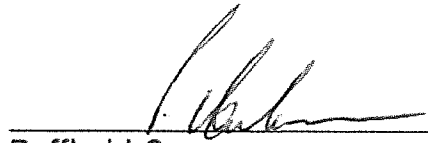
AND each party acknowledges this assignment is entered into pursuant to the terms of the APA. Notwithstanding anything to the contrary in this assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the APA or the survival thereof. In the event of any conflict or inconsistency between the provisions of this assignment and the provisions of the APA, the provisions of the APA shall govern, supersede and prevail.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Signed at Toronto, Canada this 1st day of November, 2018



Witness Signature
Name: Marvin Mimms



Baffin LLC
Name: Paul Hubner
Title:

Signed at Toronto, Canada this 1st day of November, 2018

Witness Signature
Name:

Baffin Limited
Name:
Title:

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 006542 FRAME: 0863

Signed at Toronto, Canada this 1st day of November, 2018


Witness Signature
Name:

Baffin LLC
Name:
Title:

Signed at Toronto, Canada this 1st day of November, 2018



Witness Signature
Name: *Aaron Swartzman*



Baffin Limited
Name:
Title:

Schedule 1

1. BAFFIN

Country	Application No.	Registration No.
Austria	AM 1155/94	153,094
Benelux	823,509	R 549176
Belarus	20121246	49781
Canada	620,853	TMA363,261
Switzerland	1347/1994	2P-421054
Chile	995830	1053675
Germany	C 46516	2,099,024
European Union	10678167	10678167
France	94 513569	94 513569
United Kingdom	1,564,940	1,564,940
Italy	Rm/2014/001288	1594868
Japan	H06-18530	3228507
Kazakhstan	57558	41171
Norway	201201999	269465
Russia	2002713739	248,562
Sweden	1994/02639	263 097
Ukraine	m201204550	166681
United States	75/290293	2,195,088

2. BROOKLINE

Country	Application No.	Registration No.
Canada	525,550	TMA310,924



3.

Country	Application No.	Registration No.
Canada	629,548	TMA370,118

4.

Country	Application No.	Registration No.
Canada	750,936	TMA474,944
Canada	839,713	TMA489,848

5. **BAFFIN**

Country	Application No.	Registration No.
Canada	1,165,333	TMA621,293
United States	78/277456	3,194,855

6. BULLDOG

Country	Application No.	Registration No.
Canada	798,888	TMA489,912

7. SNO DOGS

Country	Application No.	Registration No.
Canada	874,592	TMA554,967
United States	78/243,295	2,953,402



8.

Country	Application No.	Registration No.
Canada	1,187,113	TMA657,685

9. TIMBERWOLF

Country	Application No.	Registration No.
Canada	751,167	TMA440,383

10. BAFFIN FUSION TECHNOLOGY

Country	Application No.	Registration No.
Canada	1,000,814	TMA556,258

11. **P.U.R.**
PURE URBAN RECREATION

Country	Application No.	Registration No.
Canada	1,263,192	TMA673,763

12. **P.U.R.**

Country	Application No.	Registration No.
Canada	1,278,090	TMA677,104

13. VULCAN

Country	Application No.	Registration No.
Canada	525,551	TMA387,369

14. SLEEPING BAGS FOR YOUR FEET

Country	Application No.	Registration No.
Canada	1,334,518	TMA752,944

15. POLAR PROVEN

Country	Application No.	Registration No.
Belarus	20121247	49782
Canada	1,343,229	TMA761,669
Chile	995828	1046621
China	13698905	13698905
European Union	10678142	10678142
Japan	2012-016679	5516765
Kazakhstan	57557	41170
Russia	2012707947	483921
Ukraine	m201204552	166682
United States	77/164,328	3,966,566

16. FOOTWEAR WITH A CONSCIENCE

Country	Application No.	Registration No.
Canada	1,487,875	TMA816,976
United States	85/131,415	4,286,479

17. PUR

Country	Application No.	Registration No.
Canada	1,493,980	TMA816,974
European Union	9.846.791	9846791
United States	85/131,425	4,444,127



18. *Footwear with a Conscience*

Country	Application No.	Registration No.
Canada	1,493,981	TMA816,959
European Union	9.385.683	9385683
United States	85/131,400	4,444,126

19. BAFFIN POLAR PROVEN

Country	Application No.	Registration No.
China	10040435	10040435

20. БАФФИИ

Country	Application No.	Registration No.
Russia	2012707946	487959

21.  BAFFIN
POLAR PROVEN

Country	Application No.	Registration No.
Canada	1,566,235	TMA855,727
Norway	201311532	273747
United States	85/692,568	4,473,422

22. HEX-FLEX

Country	Application No.	Registration No.
Canada	1,579,152	TMA878,113
China	11795042	11795042
European Union	11373024	11373024
Russia	2012740905	509716
United States	85/641,936	4,748,296

23. LIVING THE BRAND

Country	Application No.	Registration No.
Canada	1,580,814	TMA904,473

24.  PACKables

Country	Application No.	Registration No.
Canada	1,584,774	TMA904,483
United States	85/689,116	4,978,264

25.  BAFFIN
HEX-FLEX

Country	Application No.	Registration No.
Canada	1,601,633	TMA878,108
European Union	11789741	11789741
Russia	2013714984	532233
United States	85/925,344	4,615,919

26. PROVEN PERFORMANCE

Country	Application No.	Registration No.
Canada	1,604,558	TMA904,477

27. BAFFIN WORLDWIDE

Country	Application No.	Registration No.
Canada	1,674,341	TMA968,667
China	14493046	14493046
European Union	12888111	12888111

28. CANADIAN HERITAGE

Country	Application No.	Registration No.
United States	86/298,678	

29. ENGINEERING IN CANADA TESTED WORLDWIDE

Country	Application No.	Registration No.
Canada	1,692,583	TMA927,159
United States	86/414,428	5,005,764

30. BULLDOG INDUSTRIAL

Country	Application No.	Registration No.
Canada	1,732,965	
United States	86/662,988	

31. ICEBITE

Country	Application No.	Registration No.
Canada	1,849,612	
United States	87/661,394	

32. BORN IN THE NORTH. 1979

Country	Application No.	Registration No.
Canada	1,864,766	
European Union	17,890,204	17,890,204
United States	87/666,681	