

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556021

| | | | |
|---|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WP Productions, Inc. | | 10/18/2019 | Corporation: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | Evergreen Supply LLC | | |
| Street Address: | 954 Ave. Ponce De Leon | | |
| Internal Address: | Suite 806 | | |
| City: | San Juan | | |
| State/Country: | PUERTO RICO | | |
| Postal Code: | 00907 | | |
| Entity Type: | Limited Liability Company: PUERTO RICO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2929251 | OUTFITTER TUFF | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9737612543 | | |
| <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: | 9729208002 | | |
| Email: | uspto@zellerip.com | | |
| Correspondent Name: | Erik Dykema | | |
| Address Line 1: | 155 Water Street | | |
| Address Line 2: | Suite 6 - 6 | | |
| Address Line 4: | Brooklyn, NEW YORK 11201 | | |
| NAME OF SUBMITTER: | Erik Dykema | | |
| SIGNATURE: | /Erik Dykema/ | | |
| DATE SIGNED: | 01/06/2020 | | |
| Total Attachments: 4 | | | |
| source=2019 01 06 - Outfitter Tough Assignment Duly Executed#page1.tif | | | |
| source=2019 01 06 - Outfitter Tough Assignment Duly Executed#page2.tif | | | |
| source=2019 01 06 - Outfitter Tough Assignment Duly Executed#page3.tif | | | |
| source=2019 01 06 - Outfitter Tough Assignment Duly Executed#page4.tif | | | |

OP \$40.00 2929251

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of October 18, 2019 is made by WP Productions, Inc., a Georgia corporation (“Seller”), in favor of Evergreen Supply LLC, a Puerto Rico limited liability company (“Buyer”), the purchaser of certain assets of Seller pursuant to this Agreement.

WHEREAS, under the terms of this Trademark Assignment Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Trademark and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Seller agrees as follows:

- 1) **Assignment.** For good and valuable consideration of \$2,000 (two thousand dollars US), the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following:
 - a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - 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, dilution, 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 Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Trademark and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

- 3) **Counterparts.** This Trademark Assignment may be executed electronically and/or 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, e-mail, 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.
- 4) **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5) **Governing Law.** This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

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

Assignor



For: WP Productions, Inc.
Route 1
Box 3255
Ray City, Georgia
31645

Assignee

For: Evergreen Supply LLC
Suite 806
954 Ave Ponce De Leon
San Juan
Puerto Rico 00907

assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

- 3) **Counterparts.** This Trademark Assignment may be executed electronically and/or 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, e-mail, 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.
- 4) **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5) **Governing Law.** This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

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

Assignor

For: WP Productions, Inc.
Route 1
Box 3255
Ray City, Georgia
31645

Assignee James Gao



For: Evergreen Supply LLC
Suite 806
954 Ave Ponce De Leon
San Juan
Puerto Rico 00907

TRADEMARK

SCHEDULE 1
(Assigned Trademarks)



1. US Reg. 2,929,251 (OUTFITTER TUFF)