

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606867

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | RESUBMISSION                                       |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                       |
| <b>RESUBMIT DOCUMENT ID:</b>  | 900568938  |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>    |
| Zephyr Grafix, Inc.   |  | 08/31/2020            | Corporation: COLORADO |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Lakeshirts Zephyr LLC                              |                       |                       |
| <b>Street Address:</b>  | 701 Carlson Parkway, Suite 1500                    |                       |                       |
| <b>Internal Address:</b>  | c/o Carlson Private Capital Partners               |                       |                       |
| <b>City:</b>  | Minnetonka   |                       |                       |
| <b>State/Country:</b>   | MINNESOTA  |                       |                       |
| <b>Postal Code:</b>   | 55305  |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: MINNESOTA               |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 5734480  | TOKYODACHI            |                       |
| <b>Registration Number:</b>   | 2950732  | Z                     |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 4155911400   |                       |                       |
| <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>   | 4155911000   |                       |                       |
| <b>Email:</b>   | achan@winston.com                                  |                       |                       |
| <b>Correspondent Name:</b>  | Becky L. Troutman, Esq.                            |                       |                       |
| <b>Address Line 1:</b>  | 101 California St.                                 |                       |                       |
| <b>Address Line 2:</b>  | Winston & Strawn LLP                               |                       |                       |
| <b>Address Line 4:</b>  | San Francisco, CALIFORNIA 94111                    |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 017627.00003                                       |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Becky L. Troutman                                  |                       |                       |
| <b>SIGNATURE:</b>   | /Becky L. Troutman/                                |                       |                       |
| <b>DATE SIGNED:</b>   | 11/04/2020   |                       |                       |
| <b>Total Attachments: 5</b>   |  |                       |                       |

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**INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT**

This Intellectual Property Rights Assignment Agreement (this “Assignment”), dated August 31, 2020, is by and between Zephyr Grafix, Inc., a Colorado corporation (“Assignor”), and Lakeshirts Zephyr LLC, a Minnesota limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee are, among others, parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, modified or supplemented from time to time, the “Purchase Agreement”), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of the Business Intellectual Property of the Assignor included in the Purchased Assets;

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement;

WHEREAS, Assignor is willing to assign all rights it may have in and to the Business Intellectual Property on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Business Intellectual Property, including all intellectual property rights therein identified on Exhibit A and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration provided for herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged:

Effective as of the date hereof, Assignor hereby irrevocably sells, conveys, transfers, sets over, and assigns to Assignee, its successors and assigns, all of Assignor’s Business Intellectual Property, including the trademarks identified on Exhibit A and all goodwill of the business symbolized by the trademarks (the “Assigned Intellectual Property”), the same to be held and enjoyed by Assignee, its successors and assigns. Assignee hereby accepts the assignment of the Assigned Intellectual Property.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents or other evidence or forms of industrial property protections on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Business Intellectual Property, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment and their successors and assigns, any rights, remedies, obligations or liabilities.

This Assignment is being executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall be deemed in any way to supersede, modify, replace, rescind, enlarge, alter, amend or in any way affect the terms or provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

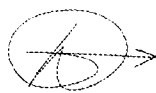
This Agreement shall be exclusively interpreted and governed by the laws of the State of Colorado, without regard to its conflict of law provisions.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment Agreement to be executed as of the date first set forth above.

**ASSIGNOR:**

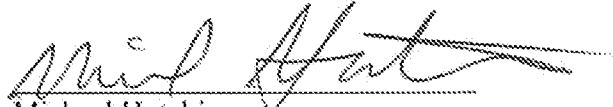
**ZEPHYR GRAFIX, INC.**

By:   
Name: David Gormley  
Its: President and CEO

ASSIGNEE:

LAKESHIRTS ZEPHYR LLC

By:



Name: Michael Hutchinson

Its: Co-Chief Executive Officer

*[Signature Page to Intellectual Property Rights Assignment Agreement]*

**TRADEMARK**  
**REEL: 007095 FRAME: 0105**

**Exhibit A**

| <b>Mark</b> | <b>Registration No.</b> | <b>Jurisdiction</b>               | <b>Registered</b> | <b>Expiration</b> | <b>Application #</b> |
|-------------|-------------------------|-----------------------------------|-------------------|-------------------|----------------------|
| TOKYODACHI  | 5,734,480               | U.S.<br>Trademark<br>Registration | 4/23/2019         | 4/23/2019         | Z026.6003US1         |
| Z Design    | 2,950,732               | U.S.<br>Trademark<br>Registration | 5/17/2005         | 5/17/2025         | Z26.22-0003          |