

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zephyr Grafix, Inc.		08/31/2020	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Lakeshirts Zephyr LLC		
Street Address:	701 Carlson Parkway, Suite 1500		
Internal Address:	c/o Carlson Private Capital Partners		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55305		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88817345	TOKYODACHI	
Registration Number:	3079788	ZHATS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6122967788		
Email:	dniles@nilolaw.com		
Correspondent Name:	Donald W. Niles		
Address Line 1:	121 Colfax Ave SW		
Address Line 4:	Wadena, MINNESOTA 56482		
NAME OF SUBMITTER:	Donald W. Niles		
SIGNATURE:	/Donald W. Niles/		
DATE SIGNED:	03/16/2021		
Total Attachments: 5			
source=2020-8-31 Zephyr Grafix IP Assignment to LS#page1.tif			
source=2020-8-31 Zephyr Grafix IP Assignment to LS#page2.tif			
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OP \$65.00 88817345

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

This Intellectual Property Rights Assignment Agreement (this "Assignment"), effective 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, including pending applications and registrations together with the good will of the business connected with the Marks, 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.

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 (the "Assigned Intellectual Property"), including pending applications and registrations together with the good will of the business connected with the Marks, the same to be held and enjoyed by Assignee, its successors and assigns.

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.

[Signatures follow on next pages]

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 Gornley
Its: President and CEO

ASSIGNEE:

LAKESHIRTS ZEPHYR LLC

By: 

Name: Michael Hutchinson

Its: Co-Chief Executive Officer

Exhibit A

Mark	Registration No.	Jurisdiction	Registered	Application Serial No.
TOKYODACHI	5,734,480	U.S.	4/23/2019	88/817345
Z Design	2,950,732	U.S.	5/17/2005	74/671236
TOKYODACHI		U.S.		88/817345
ZHATS	3079788	U.S.	4/11/2006	78/623606