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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM675564

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FORSAKE, INC.		06/02/2021	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	WEYCO GROUP, INC.		
Street Address:	333 West Estabrook Boulevard		
City:	Glendale		
State/Country:	WISCONSIN		
Postal Code:	53212		
Entity Type:	Corporation: WISCONSIN		

### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	4652424	ADVENTURE WORTHY
Registration Number:	6024500	FOR GOODNESS SAKE
Registration Number:	4743550	PEAK-TO-PAVEMENT
Registration Number:	6246731	DAVOS
Registration Number:	4436933	FORSAKE
Registration Number:	6143455	HALDEN
Serial Number:	88624546	PATCH
Serial Number:	90013969	THATCHER
Registration Number:	5839673	VENTUREKNIT
Registration Number:	5508478	

### CORRESPONDENCE DATA

**Fax Number:** 3127595646

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:** (312) 214-5605

**Email:** trademarks-ch@btlaw.com, JFrick@btlaw.com, KWalsh@btlaw.com

Correspondent Name: Joshua Frick, Barnes & Thornburg LLP

Address Line 1: One North Wacker Drive, Suite 4400

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Joshua Frick			
SIGNATURE:	/Joshua Frick/			
DATE SIGNED:	09/20/2021			
Total Attachments: 6				
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Execution

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>"), effective as of June 7, 2021 (the "<u>Effective Date</u>"), is by and between FORSAKE, INC. a Delaware corporation ("<u>Assignor</u>"), and WEYCO GROUP, INC., a Wisconsin corporation ("<u>Assignee</u>") (each a "<u>Party</u>" and, collectively, the "<u>Parties</u>").

### RECITALS

- A. Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated June 7, 2021 (the "<u>Purchase Agreement</u>"), pursuant to which Assignor has agreed to, among other things, transfer, assign, convey and deliver all of Assignor's right, title, and interest in, to and under the trademarks set forth on <u>Schedule A</u> hereto (the "<u>Trademarks</u>"), and Assignee has agreed to accept and acquire all such Trademarks.
- B. Pursuant to the Purchase Agreement, Assignor has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office and other applicable governmental trademark offices in various countries around the world.

# NOW, THEREFORE, the Parties agree as follows:

- 1. <u>Assignment</u>. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, including, without limitation:
- (a) the trademark registrations and trademark applications set forth on <u>Schedule A</u> hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor 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 and/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

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right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. <u>Successors and Assigns</u>. The terms and provisions of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding on Assignor and its legal representatives and any corporation controlling Assignor.
- 3. <u>Terms of the Purchase Agreement</u>. The Parties hereto acknowledge and agree that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded, enlarged, limited or otherwise modified hereby but shall remain in full force and effect to the full extent provided therein. 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.

[SIGNATURE PAGES FOLLOW]

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

# **ASSIGNOR:**

FORSAKE, INC.

	By:
	Name: Jucob Anderson
	Title: CEO
	day of
4	My commission expires: 9/3/2023
ACCEPTED:	
ASSIGNEE: WEYCO GROUP, INC.	
By:	
Name:	
Title:	
Personally came before me this individual, to me known to be the same.	day of, 2021, the above-named the person who executed this document and acknowledged the
(NOTARY SEAL)	Notary Public, State of  My commission expires:

SIGNATURE PAGE - TRADEMARK ASSIGNMENT

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

	ASSIGNOR:	
	FORSAKE, INC.	
	Name:	
Personally came before me thisindividual, to me known to be the same.		
(NOTARY SEAL)	Notary Public, State of My commission expires:	
ACCEPTED:		
ASSIGNEE:		
WEYCO GROUP, INC.  By: Lawres W. Florshe Title: CEO		
Personally came before me thisindividual, to me known to be the same.	person who executed this do	cument and acknowledged the
(NOTARY SEAL)	Notary Public, State of My commission expires:	WI 5/24/221
		HN WITTKOWSKE Public State of Visconsin

SIGNATURE PAGE - TRADEMARK ASSIGNMENT

# **SCHEDULE A**

# **TRADEMARKS**

Country	Trademark	Reg. No.	Appl. No.	Reg. Date	Class
Canada	FORSAKE	N/A	1945241	N/A	25
China	Design Mark:	39703767	39703767	6/21/20	25
Japan	FORSAKE	6256220	2019-092304	6/2/20	25
Japan	Design Mark:	6256221	2019-092305	6/2/20	25
Republic of Korea	FORSAKE	4016126480000	4020190107709	7/11/19	25
Republic of Korea	Design Mark:	4016126490000	4020190107710	7/11/19	25
United States	ADVENTURE WORTHY	4,652,424	86/264,323	12/9/14	25
United States	FOR GOODNESS SAKE	6,024,500	87/373,769	3/16/17	25
United States	PEAK-TO- PAVEMENT	4,743,550	86/419,586	5/26/15	25
United States	DAVOS	6,246,731	88/656,241	1/12/21	25

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Country	Trademark	Reg. No.	Appl. No.	Reg. Date	Class
United	FORSAKE	4,436,933	85/362,397	11/19/13	25
States					
United	HALDEN	6,143,455	88/619,871	9/1/20	25
States					
United	PATCH	N/A	88/624,546	N/A	25
States					
United	THATCHER	N/A	90/013,969	N/A	25
States					
United	VENTUREKNIT	5,839,673	88/301,591	8/20/19	25
States					
United	Design Mark:	5,508,478	87/704,381	7/3/18	25
States					

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**RECORDED: 09/20/2021**