

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699329

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evergreen Supply LLC		12/31/2021	Limited Liability Company: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Torquay eTrading LLC		
Street Address:	82 Nassau St # 60375		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	90787891	TOUGH OUTFITTERS	
Registration Number:	6460798	SUMMITLOFT	
Serial Number:	90654191	FREEFLOW	
Serial Number:	90642782	EVAPOCOOL	
Serial Number:	88959896	OLIVIA SYLX	
Registration Number:	6219325	GO ON EXPLORE	
Registration Number:	6219324	GO ON ADVENTURE	
Registration Number:	6178717	OLIVIA SYLX	
Registration Number:	6128294	SUPER PADDLES	
Registration Number:	6040223	TOUGH	
Registration Number:	6032046		
Registration Number:	5990258	SANDHAWK	
Registration Number:	5873689	OUTDOOESSENTIALS	
Registration Number:	5873462	IGNITEX	
Registration Number:	5559173	CALIFORNIA SUPER PREMIUM PADDLES	
Registration Number:	5559172	SUPPLY COMPANY	
Registration Number:	5511841	BROOK + BAY	
Registration Number:	5398317	SUP SUPPLY	
Registration Number:	5373698	TOUGH OUTDOORS	

OP \$590.00 90787891

Property Type	Number	Word Mark
Registration Number:	5103864	TOUGH HEADWEAR
Registration Number:	4822160	PUNT SURF
Registration Number:	4821707	TOUGH HEADBAND
Registration Number:	2929251	OUTFITTER TUFF

CORRESPONDENCE DATA

Fax Number: 2023448300
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: 2023444976
Email: trademarkdocket@venable.com, rliebowitz@venable.com
Correspondent Name: Rebecca Liebowitz
Address Line 1: P.O. Box 34385
Address Line 2: c/o Venable LLP
Address Line 4: Washington, D.C. 20043

ATTORNEY DOCKET NUMBER:	147693-554294
NAME OF SUBMITTER:	Rebecca Liebowitz
SIGNATURE:	/rebecca liebowitz/
DATE SIGNED:	01/03/2022

Total Attachments: 6
source=Trademark Assignment [Evergreen Supply](53943264.1)#page1.tif
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”) effective as of December 31, 2021, is made by Evergreen Supply, LLC, a limited liability company formed under the laws of Puerto Rico (“Assignor”), in favor of Torquay eTrading LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not otherwise defined in this Assignment shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

A. The Assignor is the owner of the trademarks and service marks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the “Trademarks”);

B. Pursuant to the terms of that certain Asset Purchase Agreement, dated December 21, 2021, among Assignor, Assignee and James Gao (the “Purchase Agreement”), it has been agreed that the Assignor will transfer all of its right, title and interest in and to the Trademarks to the Assignee; and

C. Assignor desires to assign all of its respective right, title and interest in and to the Trademarks owned by Assignor to the Assignee and the Assignee desires to acquire the Trademarks.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to the Assignee, Assignor’s entire worldwide right, title and interest in and to, the Trademarks, together with the goodwill respectively symbolized thereby, as well as any and all trademark/service mark applications and registrations, associated therewith, all as listed on Schedule A attached hereto and made a part hereof; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future. Together with Assignor’s entire right, title and interest in, as well as the goodwill of the business associated with, the Trademarks being assigned to Assignee, are any and all rights and privileges in the United States, as well as throughout the entire world, associated with same, including the right to sue for any and all past infringements which may have occurred at any time up to the date of this Assignment.

2. Assignor hereby requests the United States Patent and Trademark Office and equivalent government authorities in located in foreign countries to record this Assignment.

3. From time to time, as and when requested by the Assignee, the Assignor will execute further papers and do such other acts as may be reasonably necessary or reasonably requested by the Assignee to vest full title in and to all of the Trademarks in the Assignee and to facilitate the recordation of same before the United States Patent and Trademark Office and equivalent government authorities in located in foreign countries.

4. Notwithstanding anything herein to the contrary, the provisions of this Assignment shall be subject to and governed by the provisions of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities therein, which are incorporated herein by this reference. If and to the extent the provisions of this Assignment are inconsistent in any way with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing

contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions set forth in the Purchase Agreement. Nothing contained in this Assignment may be construed as a waiver of any of the rights or remedies set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered pursuant to the Purchase Agreement.

5. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York regard to choice of law principles. The state or federal courts located within New York County, New York shall have exclusive jurisdiction over any and all disputes between the parties arising out of or relating to this Assignment and the transactions contemplated hereby, and the parties hereto consent to and agree to submit to the jurisdiction of such courts. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6. No waiver, amendment, modification or change of any provision hereof shall be effective unless and until made in writing and signed by the parties hereto. No waiver, forbearance or failure by any party hereto of its rights to enforce any provision hereof shall constitute a waiver or estoppel of such party's right to enforce any other provision hereof or a continuing waiver by such party of compliance with any provision hereof. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Assignment may be executed in counterparts (including by facsimile or optically-scanned electronic mail attachment), each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8. The provisions hereof are intended to be interpreted and construed in a manner so as to make provisions valid, binding and enforceable. If any provision hereof is determined to be partially or wholly invalid, illegal or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision shall be deemed to be excised from this Assignment and the validity, binding effect and enforceability of the remaining provisions hereof shall not be affected or impaired in any manner. The parties hereto have participated jointly in the drafting of this Assignment, and this Assignment shall be construed as such, with no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any part hereof.

The remainder of this page is left blank intentionally. Signatures follow

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the undersigned have executed this Assignment to be effective as of the closing contemplated in the Purchase Agreement.

ASSIGNOR:

Evergreen Supply, LLC

By: James Gao
Name: James Gao
Title: Authorized Representative

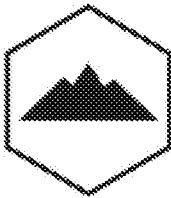
ASSIGNEE:

Torquay eTrading LLC

By: Jeremy Bell
Name: Jeremy Bell
Title: Chief M&A Officer and Secretary

Schedule A**Trademarks**

Trademark	Serial Number	Registration Number	Jurisdiction	Registration Date	Status/Next Steps
TOUGH OUTFITTERS	90787891	N/A	USPTO	N/A	New Application filed June 22, 2021
SUMMITLOFT	90321447	6460798	USPTO	August 24, 2021	Maintenance due between 8/24/2026 and 8/24/2027
FREEFLOW	90654191	N/A	USPTO	N/A	New Application filed April 19, 2021
EVAPOCOOL	90642782	N/A	USPTO	N/A	New Application filed April 13, 2021
IGNITE	90323697	N/A	USPTO	N/A	Office Action issued. Response due by October 30, 2021. Seller did not respond following discussion IP counsel.
OLIVIA SYLX (design mark)	88959896	N/A	USPTO	N/A	Office action issued. Response due by November 8, 2021.. Seller did not respond following discussion IP counsel.
GO ON EXPLORE	88365565	6219325	USPTO	December 15, 2020	Maintenance filing due between 12/15/2025 and 12/15/2026
GO ON ADVENTURE	88365555	6219324	USPTO	December 15, 2020	Maintenance filing due between 12/15/2025 and 12/15/2026
OLIVIA SYLX	88855114	6178717	USPTO	October 20, 2020	Maintenance filing due between 10/20/2025 and 10/20/2026

Trademark	Serial Number	Registration Number	Jurisdiction	Registration Date	Status/Next Steps
SUPER PADDLES	88603832	6128294	USPTO	August 18, 2020	Maintenance filing due between 8/18/2025 and 8/18/2026
TOUGH	88365509	6040223	USPTO	April 28, 2020	Maintenance filing due between 8/28/2025 and 8/28/2026
	88365526	6032046	USPTO	April 14, 2020	Maintenance filing due between 4/14/2025 and 4/14/2026
SANDHAWK	88550813	5990258	USPTO	February 18, 2020	Maintenance filing due between 2/18/2025 and 2/18/2026
OUTDOORESSENTIALS	88359386	5873689	USPTO	Oct. 01, 2019	Maintenance filing due between 10/1/2024 and 10/1/2025
IGNITEX	88357092	5873462	USPTO	October 1, 2019	Maintenance filing due between 10/1/2024 and 10/1/2025
CALIFORNIA SUPER PREMIUM PADDLES (design mark)	87605295	5559173	USPTO	September 11, 2018	Maintenance filing due between 9/11/2023 and 9/11/2024
SUPPLY COMPANY (design mark)	87605233	5559172	USPTO	September 11, 2018	Maintenance filing due between 9/11/2023 and 9/11/2024
BROOK + BAY	87659590	5511841	USPTO	Jul. 10, 2018	Maintenance filing due between 7/10/2023 and 7/11/2024

Trademark	Serial Number	Registration Number	Jurisdiction	Registration Date	Status/Next Steps
SUP SUPPLY	87372041	5398317	USPTO	February 6, 2018	Maintenance filing due between 2/6/2023 and 2/6/2024
TOUGH OUTDOORS	87445524	5373698	USPTO	January 9, 2018	Maintenance filing due between 1/9/2023 and 1/9/2024
TOUGH HEADWEAR	87002758	5103864	USPTO	December 20, 2016	Maintenance filing due between 12/20/2021 and 12/20/2022
PUNT SURF	86563340	4822160	USPTO	September 29, 2015	Maintenance filing submitted on 9/23/2021; awaiting review.
TOUGH HEADBAND	86524358	4821707	USPTO	September 29, 2015	Maintenance filing submitted on 9/23/2021; awaiting review.
OUTFITTER TUFF (design mark)	76381343	2929251	USPTO	Mar. 01, 2005	Maintenance filing due between 3/1/2024 and 3/1/2025