

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM727289

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Patagonia, Inc.		05/11/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lost Arrow, Inc.		
<b>Street Address:</b>	259 W. Santa Clara St.		
<b>City:</b>	Ventura		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93001		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5078720	VERSALITE	
<b>Serial Number:</b>	90356935	FORGELINE SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>	4152686538		
<b>Email:</b>	achung@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor, Morrison & Foerster		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	020073-0000010		
<b>NAME OF SUBMITTER:</b>	Muzamil Huq		
<b>SIGNATURE:</b>	/mhuq/		
<b>DATE SIGNED:</b>	05/11/2022		
<b>Total Attachments: 5</b>			
source=20073-10 Lost Arrow - Patagonia IP Assignment Agreement FINAL#page1.tif			
source=20073-10 Lost Arrow - Patagonia IP Assignment Agreement FINAL#page2.tif			
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## ASSIGNMENT AND LICENSE AGREEMENT

This Assignment and License Agreement (“**Agreement**”), dated as of May 11, 2022, is made by and between Patagonia, Inc., a California benefit corporation, located at 259 W. Santa Clara St. Ventura, CA 93001 (“**Assignor**”), and Lost Arrow, Inc., a California corporation, located at 259 W. Santa Clara St. Ventura, CA 93001 (“**Assignee**”).

**WHEREAS**, Assignor and Assignee are both wholly-owned subsidiaries of Patagonia Works, a California benefit corporation, located at 259 W. Santa Clara St. Ventura, CA 93001 (“**Parent**”); and

**WHEREAS**, Parent is in the process of selling its ownership interest in Assignee (such transaction, the “**Sale**”); and

**WHEREAS**, Assignor is the sole owner of all rights, title and interest (including, without limitation, all patents, trademarks and other intellectual property rights) in and to the work(s) listed in the attached **Exhibit A** (the “**Works**”); and

**WHEREAS**, in connection with the Sale, Assignor wishes to assign all rights, title and interest (including, without limitation, all patents and trademarks) in and to the Works to Assignee, and Assignee wishes to accept such assignment;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment.

- a. Assignor hereby assigns, grants, transfers and conveys (and agrees to assign, grant, transfer and convey) to Assignee, its successors and assigns all right, title and interest throughout the world in and to the Works (including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights in the Works that may now or hereafter be vested), together with all national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof; all goodwill associated therewith and that portion of the business represented and symbolized by any such trademarks; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Works; and to settle and retain proceeds from any such actions). Assignor also agrees to execute such written instruments, extend such other cooperation and perform such other acts as may be necessary, in the opinion of Assignee, to register a copyright or trademark, obtain a patent or otherwise enforce Assignee’s rights in the Works; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor’s attorney in fact to undertake such acts in Assignor’s name.

2. License.

- a. Subject to the terms and conditions of this Agreement, Assignee hereby grants to Assignor a limited, royalty free, non-exclusive license under the patents (identified in **Exhibit A**) to make, use, offer to sell, sell, and import products, provided, however, that Assignor shall not sell products embodying the inventions in the patents to any military customers.
- b. The Term of the license granted will be the duration of the patents (identified in **Exhibit A**).

3. Counterparts. This Agreement may be executed 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 Agreement 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 Agreement.

4. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.


5. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

6. Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee concerning the subject matter hereof and supersedes all prior or contemporaneous discussions, communications and agreements, whether oral or written, between Assignor and Assignee relating to the subject matter hereof.

[Remainder of page intentionally left blank; signature page follows]

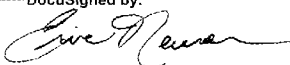
IN WITNESS THEREOF, the parties hereto has executed this Assignment and License Agreement as of the date set forth above.

**PATAGONIA, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
9B7C57873568425...

Name: Greg Curtis  
Title: Deputy General Counsel

**LOST ARROW, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
67AB63EBE4C244B...

Name: Eric Neuron  
Title: President

**EXHIBIT A**  
**WORKS**

**1. Patents and Patent Applications:**

Patents

Owner	Registration Number	Title
Patagonia, Inc.	US 8,127,701 B2	Fabric Joining Method and System
Patagonia, Inc.	US 8,518,511 B2	Reinforced Fabric Seam
Patagonia, Inc.	EP 1 773 141 B1	Garment Composite Seam System and Method of Attaching Two Fabric Panels Together
Patagonia, Inc.	US 8,656,514 B2	Padding System
Patagonia, Inc.	EP 2 717 729 B1	Padding System
Patagonia, Inc.	US 9,012,003 B2	Reinforced Fabric Seam

Patent Applications

Owner	Application Number	Patent
N/A	N/A	N/A

**2. Copyrights (Registered and Unregistered) and Copyright Applications:**

Owner	Registration Number	Copyright
N/A	N/A	N/A

**3. Trademarks, Service Marks and Trade Names and Trademark, Service Mark and Trade Name Applications:**

Trademark Registrations

Owner	Registration Number	Trademark
Patagonia, Inc.	5,078,720	Versalite

Trademarks and Trademark Applications

Owner	Application Number	Trademark
Patagonia, Inc.	90/356,935	Forgeline Solutions
Patagonia, Inc.	N/A	FlurryShell

Patagonia, Inc.	N/A	Dasher
Patagonia, Inc.	N/A	Stemshell
Patagonia, Inc.	N/A	PneumoFuse
Patagonia, Inc.	N/A	Forgeline
Patagonia, Inc.	N/A	Kinetic
Patagonia, Inc.	N/A	MixedRange
Patagonia, Inc.	N/A	Fuseline