

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM801716

<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>
Rex Specs, LLC		03/31/2023	Limited Liability Company: WYOMING
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Weaver Leather, LLC		
<b>Street Address:</b>	7540 CR 201		
<b>City:</b>	Mount Hope		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44660		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5362533	REX SPECS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2166960740		
<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>	216.861.6151		
<b>Email:</b>	bhipdocket@bakerlaw.com		
<b>Correspondent Name:</b>	Andrew Begue		
<b>Address Line 1:</b>	127 Public Square, Suite 2000		
<b>Address Line 2:</b>	BakerHostetler		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1214		
<b>ATTORNEY DOCKET NUMBER:</b>	005747.00016		
<b>NAME OF SUBMITTER:</b>	Eric Andrew Begue		
<b>SIGNATURE:</b>	//s/Eric Andrew Begue/		
<b>DATE SIGNED:</b>	04/10/2023		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), dated as of March 31, 2023, is made by and between Rex Specs, LLC, a Wyoming limited liability company (the "Assignor") and Weaver Leather, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to herein collectively as the "Parties".

### RECITAL

Pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, (the "Purchase Agreement"), by and among Assignor, Assignee, and the other parties listed on the signature pages thereto, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, the Purchased Assets, including Intellectual Property, and assume the Assumed Liabilities.

### AGREEMENTS

In consideration of the recital, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Intellectual Property, including, but not limited to, such Intellectual Property described on Exhibit A, Exhibit B, and Exhibit C (none of which shall include Excluded Assets), together with the goodwill of the Business related to the use of the Intellectual Property, and including: (a) all rights of any kind whatsoever of Assignor provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due and payable with respect to any and all of the foregoing, and (c) any and all claims and causes of action with respect to the foregoing, whether accruing before, on, or after the date hereof, including all rights to 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 right but no obligation to sue for legal equitable relief and to collect, or otherwise receive, any such damages. .
2. Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office to record and register this Assignment and the transfer of the Intellectual Property listed on Exhibit A hereto upon request by Assignee. Following the date hereof, Assignor shall take such reasonable steps and actions, and provide such cooperation and assistance to Assignor and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property, including, but not limited to all Intellectual Property listed Exhibit A, Exhibit B, and Exhibit C, to Assignor, or any assignee or successor thereto.
3. Transfer of Domain Names. With respect to the domain names listed on Exhibit C hereto (the "Domain Names"), Assignor shall (a) unlock the Domain Names; (b) provide Assignee with the authorization codes for the Domain Names; (c) approve all transfer requests for the Domain Names; and (d) execute or otherwise complete any other procedures required by Assignee's preferred registrar, or other relevant authority to transfer the Domain Names to Assignee. Further Assurances. Upon reasonable request by Assignee, Assignor will execute additional documents and take other reasonable action and pay any transfer fees as may be reasonably necessary or desirable to record or memorialize the assignment of the Domain Names set forth herein or to otherwise effect the terms of this Assignment in a manner reasonably

necessary to convey title as required by the Purchase Agreement. The Assignor has not and will not otherwise delete, transfer, or reserve registration of the Domain Names.

4. Purchase Agreement. This Assignment is executed and delivered pursuant to, and is subject in all respects to the terms and conditions of, the Purchase Agreement. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Purchase Agreement. In the event of any conflict of inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

5. Effective Time. The effective time of this Assignment is the effective time of the Closing under the Purchase Agreement.

6. Counterparts; Electronic Delivery. This Assignment may be executed in any number of counterparts with the same effect as if each of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Assignment. This Assignment, to the extent signed and delivered by means of a facsimile machine or via e-mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

8. Amendment. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

9. Headings. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.


10. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.


*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

**ASSIGNOR:**

REX SPECS, LLC

By:   
Name: Jesse Emilo  
Title: General Manager

By:   
Name: Aiden Emilo  
Title: General Manager

**ASSIGNEE:**

WEAVER LEATHER, LLC

By: \_\_\_\_\_  
Name: Jason Weaver  
Title: President and CEO

[Signature Page to Intellectual Property Assignment– Rex Specs]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

**ASSIGNOR:**

REX SPECS, LLC

By: \_\_\_\_\_

Name: Jesse Emilo

Title: General Manager

By: \_\_\_\_\_

Name: Aiden Emilo

Title: General Manager

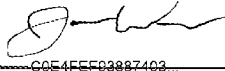
**ASSIGNEE:**

WEAVER LEATHER, LLC

By: \_\_\_\_\_

Name: Jason Weaver

Title: President and CEO

DocuSigned by:  


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**EXHIBIT A**  
**UNITED STATES INTELLECTUAL PROPERTY**

**United States Patents:**

<b>Title</b>	<b>Patent Number</b>	<b>Date of Patent</b>
Dog Goggle Frame	US D760,831 S	July 5, 2016
Unified Lens Animal Goggle	US Design Patent 9,516,862	December 13, 2016

**United States Trademarks:**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
REX SPECS	5362533	December 26, 2017

**EXHIBIT B**  
**NON-UNITED STATES INTELLECTUAL PROPERTY**

**Non-United States Trademarks:**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>	<b>Country</b>
REX SPECS	21823622	December 21, 2017	December 20, 2027	China
REX SPECS	15906159	March 7, 2017	October 10, 2026	Europe



**EXHIBIT C**  
**DOMAIN NAMES**

**Domain Names:**

<b>Domain</b>	<b>Registrar</b>
K9VISIONSYSTEM.COM	
PETEYEWEAR.COM	
REXSPECS.COM.	