

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811493

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rex Specs, LLC		03/31/2023	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	Weaver Leather, LLC		
Street Address:	7540 County Road 201		
City:	Millersburg		
State/Country:	OHIO		
Postal Code:	44654		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5362533	REX SPECS	
CORRESPONDENCE DATA			
Fax Number:	3302639278		
<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:	3302644444		
Email:	lycans@ccj.com		
Correspondent Name:	Andrew P. Lycans		
Address Line 1:	225 North Market Street		
Address Line 4:	Wooster, OHIO 44691		
NAME OF SUBMITTER:	Andrew P. Lycans		
SIGNATURE:	/Andrew P. Lycans/		
DATE SIGNED:	05/18/2023		
Total Attachments: 7			
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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

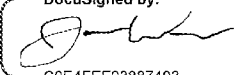
ASSIGNEE:

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:

Title	Patent Number	Date of Patent
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:

Description	Registration Number	Registration Date
REX SPECS	5362533	December 26, 2017

EXHIBIT B
NON-UNITED STATES INTELLECTUAL PROPERTY

Non-United States Trademarks:

Trademark	Registration Number	Registration Date	Renewal Date	Country
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:

Domain	Registrar
K9VISIONSYSTEM.COM	
PETEYEWEAR.COM	
REXSPECS.COM.	