

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM818980

<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>
John Ebbinghaus		06/19/2023	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	One Brick at a Time Inc.		
<b>Street Address:</b>	47108 276th Street		
<b>City:</b>	Harrisburg		
<b>State/Country:</b>	SOUTH DAKOTA		
<b>Postal Code:</b>	57032		
<b>Entity Type:</b>	Corporation: SOUTH DAKOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6201812	EVERLAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6053341574		
<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>	6053341571		
<b>Email:</b>	sean@kaufholdlaw.com		
<b>Correspondent Name:</b>	Sean Kaufhold		
<b>Address Line 1:</b>	PO Box 89626		
<b>Address Line 4:</b>	Sioux Falls, SOUTH DAKOTA 57108		
<b>NAME OF SUBMITTER:</b>	Sean Kaufhold		
<b>SIGNATURE:</b>	/seankaufhold/		
<b>DATE SIGNED:</b>	06/21/2023		
<b>Total Attachments: 1</b>			
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OP \$40.00 6201812

THIS ASSIGNMENT OF TRADEMARK (the "Assignment") is made and entered into this 19th day of June 2023, by and between:

John Ebbinghaus, an individual with a principal place of residence located at 7466 S. Louise Avenue, Sioux Falls, South Dakota (hereinafter referred to as the "Assignor");

and

One Brick At A Time Inc., a South Dakota C Corporation with its principal place of business at 47108 276th Street, Harrisburg, South Dakota 57032 (hereinafter referred to as the "Assignee").

WHEREAS, the Assignor is the registered owner of the trademark EVERLAST, United States Registration No. 6201812 (the "Trademark");

WHEREAS, the Assignor desires to assign to the Assignee, and the Assignee desires to accept from Assignor, all of Assignor's right, title, and interest in and to the Trademark, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT:** Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark.
2. **REPRESENTATIONS AND WARRANTIES:** Assignor represents and warrants to Assignee that Assignor is the sole owner of the Trademark, and that the Trademark is free from all liens, encumbrances, and any third-party claims.
3. **FURTHER ASSURANCES:** Assignor agrees to execute such other documents and perform such acts as may be necessary or desirable to give full effect to this Assignment.
4. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

Signed: John R. Ebbinghaus  
John Ebbinghaus  
Assignor

ACCEPTED AND AGREED:  
ONE BRICK AT A TIME INC.,  
a South Dakota Corporation

By: Thomas Stengrim  
Name: Thomas Stengrim  
Title:  
Assignee