

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384861

<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>
RTIC Coolers, LLC		03/07/2016	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RTIC IP, LLC		
<b>Street Address:</b>	20702 Hempstead Rd. Suite 110		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77065		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4909776	RTIC	
<b>Registration Number:</b>	4909788	RTIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149536876		
<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>	214-953-5758		
<b>Email:</b>	sborrelliipdocket@jw.com		
<b>Correspondent Name:</b>	Sara K. Borrelli		
<b>Address Line 1:</b>	2323 Ross Avenue, Suite 600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	145531.1		
<b>NAME OF SUBMITTER:</b>	Sara K. Borrelli		
<b>SIGNATURE:</b>	/Sara K. Borrelli/		
<b>DATE SIGNED:</b>	05/19/2016		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made effective as of March 7, 2016, by and among RTIC Coolers, LLC, a limited liability company organized and existing under the laws of the state of Texas (“Assignor”) and RTIC IP, LLC, a limited liability company organized and existing under the laws of the state of Texas (“Assignee”).

### PRELIMINARY STATEMENTS

A. Assignor is the owner of the entire right, title, and interest in and to those trademarks listed in Exhibit A (the “Marks”).

B. Assignor wishes to transfer ownership of the Marks to Assignee and Assignee desires to accept such transfer.

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

**NOW, THEREFORE**, for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer, and convey unto Assignee and its successors and assigns, Assignors’ entire right, title, and interest in and to the Marks, together with that part of the good will of Assignors’ business connected with the use of and symbolized by the Marks and the registrations thereof, in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Assignor may have either at law or in equity arising out of past, present, or future infringement of the Marks, and including all common-law and other rights in the Marks.

The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

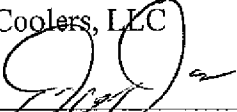
Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, it will be governed by and construed under the laws of the State of Texas, without regard to conflicts of laws principles that would require the application of any other law.

This Assignment may be executed in any number of counterparts, all of which together shall constitute one and the same document. A photocopied or facsimile signature shall be deemed to be the functional equivalent of a manually executed original for all purposes.

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

**ASSIGNOR:**

RTIC Coolers, LLC

By:   
Name: James Smoogen  
Title: Co-President

**ASSIGNEE:**

RTIC IP, LLC

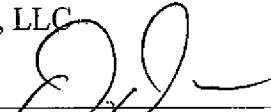
By:   
Name: James Smoogen  
Title: Co-President

EXHIBIT A

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>
RTIC	U.S.	4909776
RTIC and Design	U.S.	4909788