

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412895

<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>
Fox River Mills, Inc.		12/11/2016	Corporation: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FRM Socks, LLC		
<b>Street Address:</b>	2519 Fairmont Street		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 46</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3937712	FATIGUE FIGHTER	
<b>Registration Number:</b>	3002705	ANATOMIX	
<b>Registration Number:</b>	2764428	OUTDOOR COUNTRY AUTHENTIC OUTDOOR SOCKS	
<b>Registration Number:</b>	3263385	BIO-FIBER	
<b>Registration Number:</b>	2563121	FOX RIVER	
<b>Registration Number:</b>	2467800		
<b>Registration Number:</b>	2305978	COUNTY ROAD	
<b>Registration Number:</b>	2675302	FOXSOX	
<b>Registration Number:</b>	2409749		
<b>Registration Number:</b>	2203890	VVS VARIABLE VOLUME SYSTEM	
<b>Registration Number:</b>	2198204	VVS	
<b>Registration Number:</b>	1939279		
<b>Registration Number:</b>	1889959	GLOMITT	
<b>Registration Number:</b>	1944347	THE STICKS THE STREETS	
<b>Registration Number:</b>	1897611	FOXLOFT	
<b>Registration Number:</b>	1954184	FOXLOFT	
<b>Registration Number:</b>	1605685	GOOSE BAY COLD WEATHER GEAR	
<b>Registration Number:</b>	1605686	GOOSE BAY	
<b>Registration Number:</b>	1453293	FOX RIVER	

OP \$1165.00 3937712

Property Type	Number	Word Mark
Registration Number:	1548357	RT
Registration Number:	1379292	THICK WICK
Registration Number:	1410596	ROCKFORD TEXTILE RT
Registration Number:	1337997	X-TRA CUSHION
Registration Number:	1173382	FOX RIVER
Registration Number:	1100826	HYDROPHILIC YARN-OUTSIDE HYDROPHOBIC YAR
Registration Number:	0782114	TOP PRO
Registration Number:	1083592	PIXIE ROLL
Registration Number:	0676744	KITTEN-SOFT
Registration Number:	0626606	GOLDEN KING
Registration Number:	0798417	CUFFIES
Registration Number:	0639734	"MAGIC FLEECE"
Registration Number:	0627036	BLUE CASTLE
Registration Number:	0209230	ORIGINAL ROCKFORD
Registration Number:	0736850	THE SOCK AMERICA WEARS TO WORK!
Registration Number:	0595219	RED HEEL
Registration Number:	0304817	
Registration Number:	0947966	WICK DRY
Registration Number:	0838447	WICK DRY
Registration Number:	2600092	WICK-A-WAY
Registration Number:	3062694	AXT
Registration Number:	3028094	AXT ADVENTURE CROSS TRAINING
Registration Number:	0192268	ROCKFORD
Serial Number:	77467106	ECO 50/50
Serial Number:	75462249	FOX KIDS
Serial Number:	75315137	BLISTER REDUCING
Serial Number:	74317085	FOX SOX

**CORRESPONDENCE DATA**

Fax Number: 2149993514

*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.*

Phone: 2149994514

Email: rmcgee@gardere.com

Correspondent Name: Gardere Wynne Sewell LLP, IP Section

Address Line 1: 2021 McKinney Avenue, Suite 1600

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Kyle Graves
SIGNATURE:	/Kyle Graves/

**DATE SIGNED:**

01/19/2017

**Total Attachments: 9**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”), effective as of December 11, 2016, is made by and among FRM Socks, LLC, a Delaware limited liability company (the “*Assignee*”), Fox River Mills, Inc., an Iowa corporation (the “*Assignor*”). The Assignee and Assignor are parties to an Asset Purchase Agreement dated as of November 15, 2016 (the “*Purchase Agreement*”), by and among the Assignee, the Assignor, FRM Caribe, LLC, a Delaware limited liability company, LWO Real Estate IV, LLC, a Delaware limited liability company, Fox River Caribe, Inc., and certain named other parties. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

**WHEREAS**, pursuant to the Purchase Agreement, the Assignor has sold, conveyed, assigned, transferred and delivered to Assignee, and Assignee has acquired from the Assignors, simultaneously herewith, all of the Assets;

**WHEREAS**, the Assignor owns the trademarks and corresponding registrations and applications therefor listed on Exhibit A attached hereto (collectively, the “*Trademarks*”);

**WHEREAS**, the Trademarks constitute part of the Assets; and

**WHEREAS**, Assignee is purchasing the Trademarks from the Assignor pursuant to the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration received pursuant to the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all right, title and interest in and to the Trademarks listed on Exhibit A attached hereto, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement thereof.
2. Assignor and its successors and assigns shall execute and deliver all such further assignments or other instruments of conveyance and transfer and assist in all proceedings as Assignee, its successors and assigns, may reasonably request to enforce, perfect, register or record the rights of Assignee to the Trademarks as Assignee may reasonably deem appropriate.
3. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of such Assignor, with full power of substitution, and gives and grants to Assignee, its successors and assigns, full power and authority in the name of such Assignor, at any time and from time to time, to execute all documents, complete all transactions and assist in all proceedings to effectuate the transfer of the Trademarks to Assignee and to perfect, register or record the rights of Assignee to the Trademarks as Assignee may deem reasonably appropriate, and generally from time to time to do and perform such further acts and things concerning the subject matter of this paragraph with like power and as fully as such Assignor could do or might have done. This limited power of attorney is coupled with an interest and is irrevocable.

4. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Texas without giving effect to principles of conflicts of laws.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Original signatures hereto may be delivered by facsimile or by portable data format (PDF) which shall be deemed originals.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

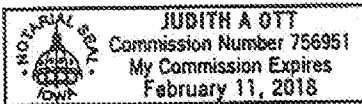
Fox River Mills, Inc.

By: *John Lessard*  
Name: John Lessard  
Title: President

STATE OF IOWA )

COUNTY OF Mitchell ) ss.

On this 12 day of December, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared John Lessard, to me personally known, who being by me duly sworn did say that that person is the President of said corporation and that said instrument was signed on behalf of the said corporation by authority of its shareholders and the said President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



*Judith A. Ott*  
Notary Public in and for the State of Iowa

ASSIGNEE:

FRM Socks, LLC

By: \_\_\_\_\_  
Name: Jordan Bastable  
Title: President

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first set forth above.

**ASSIGNOR:**

Fox River Mills, Inc.

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

Name: John Lessard

Title: President

STATE OF IOWA    )


COUNTY OF LINN   ) ss.

On this \_\_\_ day of December, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared John Lessard, to me personally known, who being by me duly sworn did say that that person is the President of said corporation and that said instrument was signed on behalf of the said corporation by authority of its shareholders and the said President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**ASSIGNEE:**

FRM Socks, LLC




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

Name: Jordan Bastable






Title: President






## SCHEDULE A

All trademarks, trade names and service marks owned by Fox River Mills, Inc., including, but not limited to, those identified in the below chart:

<u>Mark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Last Recorded Owner</u>
FATIGUE FIGHTER	Registered	3937712	85094888	28-Jul-10	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
ANATOMIX	Canceled	3002705	78299293	11-Sep-03	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
	Canceled	2764428	78185411	15-Nov-02	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
ECO 50/50	Abandoned	N/A	77467106	6-May-08	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
BIO-FIBER	Canceled	3263385	77013297	4-Oct-06	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
	Registered	2563121	76070534	15-Jun-00	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
	Registered	2467800	76070533	10-Jul-01	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
COUNTY ROAD	Canceled	2305978	75573595	4-Jan-00	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
FOX KIDS	Abandoned	N/A	75462249	6-Apr-98	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
FOXSOX	Registered	2675302	75425156	28-Jan-98	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461



	Registered	2409749	75421003	21-Jan-98	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
	Canceled	2203890	75354674	10-Sep-97	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
	Canceled	2198204	75354609	10-Sep-97	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
BLISTER REDUCING	Abandoned	N/A	75315137	26-Jun-97	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
	Registered	1939279	74516726	25-Apr-94	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
GLOMITT	Registered	1889959	74501017	15-Mar-94	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
THE STICKS THE STREETS	Canceled	1944347	74640901	2-Mar-95	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
FOXLOFT	Canceled	1897611	74535929	8-Jun-94	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
	Canceled	1954184	74535063	8-Jun-94	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
FOX SOX	Abandoned	N/A	74317085	25-Sep-92	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461

	Canceled	1605685	73834715	30-Oct-89	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
GOOSE BAY	Registered	1605686	73834716	30-Oct-89	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
FOX RIVER	Registered	1453293	73633570	4-Dec-86	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
	Canceled	1548357	73586811	7-Mar-86	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
<b>Thick &amp; Wick</b>	Canceled	1379292	73543847	19-Jun-85	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
	Canceled	1410596	73543846	19-Jun-85	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
X-TRA CUSHION	Canceled	1337997	73440842	25-Aug-83	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
	Canceled	1173382	73223129	13-Jul-79	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
	Expired	1100826	73111681	6-Jan-77	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
TOP PRO	Expired	0782114	72157559	19-Nov-62	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
PIXIE ROLL	Expired	1083592	73111680	6-Jan-77	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street

					Osage, IOWA 50461
	Expired	0676744	72050105	21-Apr-58	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
	Expired	0626606	71694598	13-Sep-55	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
Cuffies	Expired	0798417	72184838	17-Jan-64	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
"MAGIC FLEECE"	Expired	0639734	72006049	9-Apr-56	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
	Expired	0627036	71694597	13-Sep-55	Fox River Mills, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
	Registered	0209230	71199294	28-Jun-24	Drassel, Inc. 227 Poplar Street P.O. Box 298 Osage, IOWA 50461
<i>THE SOCK AMERICA WEARS TO WORK!</i>	Registered	0736850	72130820	27-Oct-61	Drassel, Inc. 227 Poplar Street P.O. Box 298 Osage, IOWA 50461
<b>RED HEEL</b>	Registered	0595219	71653074	11-Sep-53	Drassel, Inc. 227 Poplar Street P.O. Box 298 Osage, IOWA 50461
.	Registered	0304817	71329405	8-Aug-32	Drassel, Inc. 227 Poplar Street P.O. Box 298 Osage, IOWA 50461
WICK DRY	Registered	0947966	72405245	15-Oct-71	Drassel, Inc. 227 Poplar Street P.O. Box 298 Osage, IOWA 50461
	Registered	0838447	72262624	16-Jan-67	Drassel, Inc. 227 Poplar Street P.O. Box 298 Osage, IOWA 50461

WICK-A-WAY	Registered	2600092	76008092	30-Jul-02	Lessard & Lessard, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
AXT	Registered	3062694	78494799	5-Oct-04	Lessard & Lessard, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
AXT ADVENTURE CROSS TRAINING	Registered	3028094	78494810	5-Oct-04	Lessard & Lessard, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461
<b>ROCKFORD</b>	Registered	0192268	71199293	28-Jun-24	Lessard & Lessard, Inc. P.O. Box 298 227 Poplar Street Osage, IOWA 50461