

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460684

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	07/10/2017

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Active Boarder Corp.		01/31/2018	Corporation: MINNESOTA

## RECEIVING PARTY DATA

<b>Name:</b>	Active Sports, Inc.
<b>Street Address:</b>	250 Parkway Drive, Suite 270
<b>City:</b>	Lincolnshire
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60069
<b>Entity Type:</b>	Corporation: MINNESOTA

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	76709442	PROFILL
Serial Number:	76708911	HEAT SHIELD
Serial Number:	76708910	WEATHER SHIELD
Serial Number:	76708909	COMFORT SHIELD
Serial Number:	76708908	COLD SHIELD
Serial Number:	76708907	WINDSHIELD
Serial Number:	76708906	TRISHIELD
Serial Number:	76708905	CLIMATE SHIELD
Serial Number:	76707856	SHIELDTEX
Serial Number:	76707283	CHAMONIE
Serial Number:	76707282	SHIELDTEX
Serial Number:	76707281	2117
Serial Number:	76706608	ARCTIC EDGE
Serial Number:	76706038	SAPIENT
Serial Number:	76705870	TETON
Serial Number:	76702655	TRU

## CORRESPONDENCE DATA

TRADEMARK

REEL: 006264 FRAME: 0835

900438028

OP \$415.00 76709442

**Fax Number:** 8474410911

***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:** 8474419100

**Email:** pto@nealmcdevitt.com, apierce@nealmcdevitt.com

**Correspondent Name:** Richard B. Biagi

**Address Line 1:** 1776 Ash Street

**Address Line 4:** Northfield, ILLINOIS 60093

<b>ATTORNEY DOCKET NUMBER:</b>	63193.00444
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<b>NAME OF SUBMITTER:</b>	Richard B. Biagi
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<b>SIGNATURE:</b>	/Richard B. Biagi/
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<b>DATE SIGNED:</b>	02/02/2018
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**Total Attachments: 3**

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## NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

This NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS (the "Assignment") is made by Active Boarder Corp., a Minnesota corporation ("Assignor"), to Active Sports, Inc., a Minnesota corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated July 10, 2017 (as it may be amended, modified or supplemented from time to time, the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor owns certain trademarks and services marks including, but not limited to, those set forth on Schedule A attached hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, the Trade Marks Office of Canada and/or the European Union Intellectual Property Office, (together with all common law rights therein and renewals thereof, collectively, the "Trademarks" and/or the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby transfer, assign, convey and deliver to Assignee, free and clear of any and all liens and encumbrances, *nunc pro tunc*, now for then, effective as of July 10, 2017 (i) all right, title and interest of Assignor in, to and under the Assigned Marks and all goodwill of the business connected with the use of, and symbolized by, the Assigned Marks, (ii) all past, present and future claims and causes of action arising out of or relating to any infringement, dilution or other violation or impairment of the foregoing, and the right to sue or otherwise recover therefor, (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect the any of the foregoing, (iv) all rights of priority associated with the foregoing, and (v) all other rights accruing thereunder or pertaining thereto throughout the world, the same to be held and enjoyed by Assignee, and its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

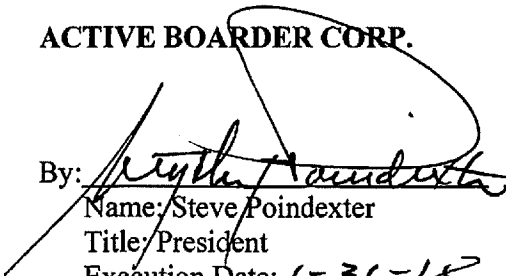
Assignor hereby authorizes and requests that the Commissioner for Trademarks record Assignee as the assignee and owner of record for each of the Assigned Marks.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Minnesota without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Minnesota applicable hereto.


This Assignment may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the Execution Date.

**ACTIVE BOARDER CORP.**

By:   
Name: Steve Poindexter  
Title: President  
Execution Date: 1-31-18

**ACTIVE SPORTS, INC.**

By:   
Name: Brent Moody  
Title: COO/CLO  
Execution Date: 1/31/2018

SCHEDULE A

Trademark	Country	App. No.	Reg. No.	Status
PROFILL	United States of America	76709442		Abandoned
HEAT SHIELD	United States of America	76708911		Abandoned
WEATHER SHIELD	United States of America	76708910		Abandoned
COMFORT SHIELD	United States of America	76708909		Abandoned
COLD SHIELD	United States of America	76708908		Abandoned
WINDSHIELD	United States of America	76708907		Abandoned
TRISHIELD	United States of America	76708906		Abandoned
CLIMATE SHIELD	United States of America	76708905		Abandoned
SHIELDTEX	United States of America	76707856		Abandoned
CHAMONIE	United States of America	76707283	4466664	Registered
SHIELDTEX	United States of America	76707282		Abandoned
2117	United States of America	76707281	4275965	Registered
ARCTIC EDGE	United States of America	76706608	4254152	Registered
SAPIENT	United States of America	76706038	4070809	Registered
TETON	United States of America	76705870		Abandoned
TRU (stylized)	United States of America	76702655		Abandoned