

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575141

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900541436

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Confluence Outdoor, LLC		12/16/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Paddle Acquisition Co. Inc.
Street Address:	575 MAULDIN ROAD, SUITE 200
City:	GREENVILLE
State/Country:	SOUTH CAROLINA
Postal Code:	29607
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1478616	
Registration Number:	3533689	PHASE 3
Registration Number:	5590650	HELIX PD
Registration Number:	2512108	ADVENTURE TECHNOLOGY
Registration Number:	4289140	AT
Registration Number:	4528354	BOMBER GEAR
Registration Number:	4121954	
Registration Number:	2035561	
Registration Number:	2516461	
Registration Number:	1272456	
Registration Number:	2876635	
Registration Number:	2516462	
Registration Number:	4652501	VK VOXKIN
Registration Number:	2773982	HARMONY
Registration Number:	3115913	HARMONY
Registration Number:	1478617	MAD RIVER CANOE
Registration Number:	1270592	PERCEPTION
Registration Number:	4712481	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2158103	WILDERNESS SYSTEMS
Registration Number:	4154754	WILDERNESS SYSTEMS
Registration Number:	5601666	HELIX MD
Registration Number:	5734055	
Registration Number:	2151856	DAGGER
Registration Number:	4712248	WE LIVE WATER
Registration Number:	4121904	SHUBU
Registration Number:	4121955	BOARDWORKS
Serial Number:	87657182	FROTH!
Serial Number:	88118832	
Serial Number:	87774759	PADDLE NOW, PAY LATER

CORRESPONDENCE DATA

Fax Number: 8648263282

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: 8646169095

Email: doug@kimandlahey.com

Correspondent Name: Douglas W Kim Kim and Lahey Law Firm LLC

Address Line 1: 3620 PELHAM ROAD, PMB #6

Address Line 4: GREENVILLE, SOUTH CAROLINA 29615

ATTORNEY DOCKET NUMBER:	00178-001
NAME OF SUBMITTER:	Douglas w. Kim (44,828)
SIGNATURE:	/Douglas W. Kim/
DATE SIGNED:	05/06/2020

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

FROM: CONFLUENCE OUTDOOR, LLC

TO: PADDLE ACQUISITION CO. INC.

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is executed as of December 16, 2019 by and among Confluence Outdoor, LLC, a Delaware limited liability company, and Papa Hana, LLC, a California limited liability company (collectively, the “**Assignors**”), and Paddle Acquisition Co. Inc., a Delaware corporation (“**Assignee**”). Assignors and Assignee may be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.” Capitalized terms used but not defined in this Assignment have the meanings given such terms in the Asset Purchase Agreement.

WHEREAS, Assignors and Assignee have entered into the Asset Purchase Agreement dated as of December 16, 2019 (the “**Asset Purchase Agreement**”), which sets forth, among other things, the terms of the sale, conveyance, assignment, transfer and delivery from Assignors to Assignee of the Acquired Assets;

WHEREAS, the Acquired Assets include all of the Intellectual Property owned or purported to be owned by Assignors (collectively the “**Acquired Intellectual Property**”), including without limitation, the Purchased Intellectual Property listed on Exhibit A – Patents, Exhibit B – US Trademarks, Exhibit C – Foreign Trademarks, Exhibit D – Domain Names, Exhibit E – Common Law Trademarks, Exhibit F- Website Content and Exhibit G – Business Software to this Assignment); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignors have agreed to sell, assign, transfer and convey to Assignee all of Assignors’ respective right, title, and interest in and to all the Acquired Intellectual Property.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and intending to be legally bound, the Parties hereby agree as follows:

ASSIGNMENT AND ASSUMPTION

1.1. Conveyance. In accordance with and subject to the terms of the Asset Purchase Agreement and for the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which Assignors and Assignee hereby acknowledge, Assignors do hereby sell, transfer, assign, convey and deliver to Assignee, effective as of the Closing, all of each of Assignors’ respective right, title and interest in, to and under the Acquired Intellectual Property, free and clear of all Encumbrances other than Permitted Encumbrances, as provided in Section 2.1(m) of the Asset Purchase Agreement, including for each item of Intellectual Property in the Acquired Intellectual Property, (a) all goodwill associated therewith, (b) all rights of any kind whatsoever of Assignors that had accrued under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, and (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and any and all claims and causes of action

with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

1.2. Assumption. In accordance with and subject to the provisions of the Asset Purchase Agreement and this Assignment, Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of the right, title and interest in, to and under the Acquired Intellectual Property as described above.

1.3. Recordation. Assignors agree to reasonably cooperate with Assignee with respect to preparing instruments to record Assignee as the owner of the Acquired Intellectual Property in the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable foreign Governmental Body or registrar, in each case in form and substance reasonably acceptable to the such Governmental Body or registrar and in accordance with the applicable Laws of the jurisdiction to which such instrument pertains.

1.4. Further Assurances. At any time or from time to time after the Effective Date, the Assignors shall, at the request of the Assignee, and without further expense to the Assignee: (a) promptly execute and deliver any further instruments or documents of conveyance and transfer (including powers of attorney) as the Assignee may reasonably request in order to evidence or perfect the consummation of the transactions contemplated by this Assignment and (b) promptly take all reasonable actions commit efforts to consummate the sale, conveyance, assignment and transfer of the Acquired Intellectual Property to the Assignee (or in the name of the Assignee and into Assignee's account(s) with the relevant domain name registrar(s) in the case of domain names), including, without limitation, securing any necessary consents from third parties required for the transfer contemplated by this Assignment.

1.5. Amendment; Waiver. No amendment, modification, supplement, waiver, replacement, termination or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and Assignors.

1.6. Counterparts; Electronic Signatures. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each Party and delivered to the other Party. Facsimile or electronic main transmission of counterpart signatures to this Assignment shall be acceptable and binding.

1.7. Governing Law and Jurisdiction. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York without regard to the Law of the conflicts of law of such State. The Parties consent to the exclusive jurisdiction of the United States District Court for the Southern District of New York in connection with any Action concerning any controversy, dispute or claim arising out of or relating to this Assignment, or any other agreement contemplated by, or otherwise with respect to, this Assignment or the breach hereof, unless such court would not have subject matter jurisdiction thereof, in which event the Parties

consent to the exclusive jurisdiction of the Supreme Court of the State of New York, County of New York.

1.8. Binding Nature; Assignment. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the Parties without the prior written consent of the other Party.

1.1. No Third-Party Beneficiaries. This Assignment is solely for the benefit of the Parties hereto and their respective Affiliates, and no provision of this Assignment shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, cause of action or other right. Severability. Whenever possible, each provision or portion of any provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

[Signature pages follow]

IN WITNESS WHEREOF, Assignors and Assignee have executed this Intellectual Property Assignment and Assumption Agreement to be effective as of the Closing.

ASSIGNOR:

CONFLUENCE OUTDOOR, LLC

By: Wynne Feasby

Name: Wynne Feasby

Title: CFO

[Signature Page to IP Assignment and Assumption Agreement]

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TRADEMARK
REEL: 006931 FRAME: 0386

ASSIGNOR:

PAPA HANA, LLC

By: Wayne Farisby

Name: Wayne Farisby

Title: CEO

[Signature Page to IP Assignment and Assumption Agreement]

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TRADEMARK
REEL: 006931 FRAME: 0387

ASSIGNEE:

PADDLE ACQUISITION CO. INC.

By: 

Name: Danick Lavoie

Title: President and CEO

[Signature Page to IP Assignment and Assumption Agreement]


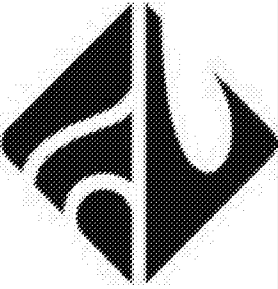
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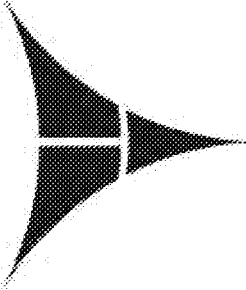
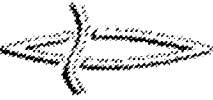
EXHIBIT B – US TRADEMARKS






TO INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT



FROM: CONFLUENCE OUTDOOR, LLC

TO: PADDLE ACQUISITION CO. INC.

Registration / Serial No	Mark	Country / Jurisdiction
88118832		United States
5734055		United States
5601666 (Intl. 1308351)	HELIX MD	United States

4712481			United States
5590650 (Incl. 1307980)		HELIX PD	United States
4752501		DURAWEAWE	United States
4154754		WILDERNESS SYSTEMS	United States
4289140			United States
			
3115913		HARMONY	United States
3533689		PHASE 3	United States
2773982		HARMONY	United States
2512108		ADVENTURE TECHNOLOGY	United States
2876635			United States
			

2516462		United States
2516461		United States
2151856	DAGGER	United States
2158103	WILDERNESS SYSTEMS	United States
2214393	MAINSTREAM	United States
2035561		United States
1270592	PERCEPTION	United States
1478617	<i>Mad River Canoe</i>	United States
1478616		United States
1272456		United States
87657182	FROTH!	United States
4712248	WE LIVE WATER	United States
4121904	SHUBU	United States

4415671	WAKESUP	United States
4121955	BOARDWORKS	United States
4121954		United States
3471913		United States
4528354	BOMBER GEAR	United States

TRADEMARK

REEL: 006931 FRAME: 0392

RECORDED: 05/06/2020