

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Propét Global Limited		10/15/2021	Corporation: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	Propet Footwear, Inc.		
Street Address:	300 Blackwell ST STE 100		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	90823552	INTRÉPED	
Serial Number:	88716122	DUROCLOUD	
Registration Number:	5986565	TRAVELACTIV	
Registration Number:	5329705	TRAVELTEK	
Registration Number:	4041941	BALANCE BAR	
Registration Number:	3845496	PROPÉT	
Registration Number:	3909916	SEALTEX	
Registration Number:	3790155	VAPOREX	
Registration Number:	2845072	TRAVELWALKER	
Registration Number:	2268394	P	
Registration Number:	1800878	PROPET	
Registration Number:	1725813	LIFEWALKER	
Registration Number:	1841382	VILLAGEWALKER	
Registration Number:	1668031	TRAILWALKER	
Registration Number:	1644792	WALKERWALKER	
Registration Number:	4251945	PED RX	
CORRESPONDENCE DATA			
Fax Number:			

CH \$415.00 90823552

TRADEMARK

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: 2063707605
Email: setrademarks@klgates.com
Correspondent Name: Pam Kohli Jacobson
Address Line 1: 925 4th Avenue Ste 2900
Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	2072279.00006
NAME OF SUBMITTER:	Ryan W. Edmondson
SIGNATURE:	/Ryan W. Edmondson/
DATE SIGNED:	10/15/2021

Total Attachments: 7

source=Propet Trademark Assignment (Propet Global Limited) - fully executed#page1.tif
source=Propet Trademark Assignment (Propet Global Limited) - fully executed#page2.tif
source=Propet Trademark Assignment (Propet Global Limited) - fully executed#page3.tif
source=Propet Trademark Assignment (Propet Global Limited) - fully executed#page4.tif
source=Propet Trademark Assignment (Propet Global Limited) - fully executed#page5.tif
source=Propet Trademark Assignment (Propet Global Limited) - fully executed#page6.tif
source=Propet Trademark Assignment (Propet Global Limited) - fully executed#page7.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made and entered into as of October 15, 2021 (the "Effective Date") by and between PROPÉT GLOBAL LIMITED, a company formed under the laws of the British Virgin Islands ("Assignor") and PROPET FOOTWEAR, INC. (f/k/a PFW Acquisition, Inc.), a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Contribution Agreement entered into on October 15, 2021 (the "Purchase Agreement"), whereby Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor various assets, including without limitation the trademarks set forth on Schedule A attached hereto (the "Assigned Marks");

WHEREAS, Assignor covenants, warrants, and represents that the Assigned Marks are free and clear of liens, encumbrances, licenses, or legal claims of any nature contesting the ownership, or use, of the Assigned Marks; and

WHEREAS, the Purchase Agreement contemplates execution of this Assignment, and Assignor has agreed to assign to Assignee the entire right, title and interest in and to the Assigned Marks and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below, amounts specified in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee as of Effective Date: (a) all right, title and interest in and to the Assigned Marks, including all common law rights, trademark registrations, and trademark applications for the Assigned Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and (b) all rights to income, royalties, and license fees deriving exclusively from any of the foregoing, all claims for damages by reason of past, present and future infringements and misappropriations of any of the foregoing, the right to sue for and collect such damages and all goodwill symbolized by or associated exclusively with any of the foregoing as permitted under the applicable laws for any jurisdiction or country in which such

claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives, provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), acts reasonably necessary to permit and assist Assignee to perfect title in the Assigned Marks.

3. GENERAL

3.1 Amendments and Waiver. This Assignment may be amended only by a written instrument executed by the parties or their respective successors or permitted assigns. The failure of any party hereto to enforce at any time any of the provisions of this Assignment shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Assignment or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Assignment shall be held to be a waiver of any other or subsequent breach or non-compliance.

3.2 Severability. If any provision of this Assignment (or any portion hereof) or the application of any such provision (or any portion thereof) or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof). Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated in this Assignment are fulfilled to the extent possible. Notwithstanding this Section, in the event that any restriction in this Assignment is too broad to permit enforcement of such restriction to its fullest extent, each party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each party hereby consents and agrees that the scope of such restriction may be judicially modified accordingly in any proceeding brought to enforce such restriction.

3.3 Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile signature or by other electronic means, such as portable document format (.pdf) file) and each counterpart shall be deemed to be an original.

3.4 Construction. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

3.5 Entire Agreement. The Recitals set forth at the beginning of this Assignment are incorporated by reference and made a part of this Assignment. This Assignment constitutes the entire agreement among the parties to this Assignment and supersedes all other prior agreements and understandings, both written and oral, among or between the parties with respect to the subject matter hereof and thereof; provided, however, that nothing herein shall be interpreted to modify the rights and obligations of the parties under the Purchase Agreement. To the extent there is any conflict between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

IN WITNESS THEREOF, the parties have caused the Assignment to be executed by their duly authorized representatives who are authorized to bind the respective parties.

PROPET GLOBAL LIMITED

PROPET FOOTWEAR, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

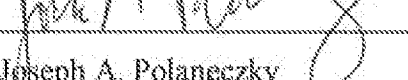
3.5 Entire Agreement. The Recitals set forth at the beginning of this Assignment are incorporated by reference and made a part of this Assignment. This Assignment constitutes the entire agreement among the parties to this Assignment and supersedes all other prior agreements and understandings, both written and oral, among or between the parties with respect to the subject matter hereof and thereof, provided, however, that nothing herein shall be interpreted to modify the rights and obligations of the parties under the Purchase Agreement. To the extent there is any conflict between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

IN WITNESS THEREOF, the parties have caused the Assignment to be executed by their duly authorized representatives who are authorized to bind the respective parties.

PROPET GLOBAL LIMITED

By: _____
Name: Robert Propet
Title: CEO
Date: _____

PROPET FOOTWEAR, INC.

By:  _____
Name: Joseph A. Polaneczky
Title: Secretary
Date: _____

3.5 Entire Agreement. The Recitals set forth at the beginning of this Assignment are incorporated by reference and made a part of this Assignment. This Assignment constitutes the entire agreement among the parties to this Assignment and supersedes all other prior agreements and understandings, both written and oral, among or between the parties with respect to the subject matter hereof and thereof; provided, however, that nothing herein shall be interpreted to modify the rights and obligations of the parties under the Purchase Agreement. To the extent there is any conflict between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

IN WITNESS THEREOF, the parties have caused the Assignment to be executed by their duly authorized representatives who are authorized to bind the respective parties.

PROPET GLOBAL LIMITED

DocuSigned by:
Robert Propet
24C511CCC1844DC...

By: _____

Name: Robert Propet

Title: CEO

Date: October 15, 2021

PROPET FOOTWEAR, INC.

By: _____



Name: Joseph A. Polaneczky



Title: Secretary

Date: _____

SCHEDULE A

ASSIGNED MARKS

Country	Mark	Reg No.	App. No.	Status	Owner	Class
US	INTREPED		90823552	PENDING	Propét Global Limited	25
US	DUROCLOUD		88716122	PUBLISHED	Propét Global Limited	25
US	TRAVELACTIV	5986565	88356966	REGISTERED	Propét Global Limited	25
US	TRAVELTEK	5329705	87423422	REGISTERED	Propét Global Limited	25
US	BALANCE BAR	4041941	85272714	REGISTERED	Propét Global Limited	25
US	PROPÉT	3845496	85001729	REGISTERED	Propét Global Limited	25
US	SEALTEX	3909916	77888082	REGISTERED	Propét Global Limited	25
US	VAPOREX	3790155	77841887	REGISTERED	Propét Global Limited	25
US	TRAVELWALKER	2845072	75439149	REGISTERED	Propét Global Limited	25
US	P & Design 	2268394	75399684	REGISTERED	Propét Global Limited	25
US	PROPÉT & Design 	1800878	74361838	REGISTERED	Propét Global Limited	25

US	LIFEWALKER & Design 	1725813	74154565	REGISTERED	Propét Global Limited	25
US	VILLAGEWALKER	1841382	74297489	REGISTERED	Propét Global Limited	25
US	TRAILWALKER	1668031	74043409	REGISTERED	Propét Global Limited	25
US	WALKERWALKER	1644792	74024430	REGISTERED	Propét Global Limited	25
US	PED RX	4251945	77887996	REGISTERED	Propét Global Limited	25
EU	Propét	2132439	2132439	REGISTERED	Propét Global Limited	25
New Zealand	PROPÉT	831204	831204	REGISTERED	Propét Global Limited	25
WO	PROPÉT	1054312		REGISTERED	Propét Global Limited	25
WO	Propét & Design 	847959		REGISTERED	Propét Global Limited	25