

08/02/2017

MED 8-2-17

RECORD  
TRADE



103677559

To the Director of the U. S. Patent and Trademark Office

or the new address(es) below.

**1. Name of conveying party(ies):**

High 5 Sportswear, Inc.

- Individual(s)
- Partnership
- Corporation- State: Washington
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Washington

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 31, 2016

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Augusta Sportswear, Inc.

Street Address: PO Box 14939

City: Augusta

State: Georgia

Country: United States of America Zip: 30919

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)  
1826408; 2655715; 2986882; 3538295; 4068006; 4643221; 5184506

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Serial Nos.: 74265448; 76193196; 76553747; 77320761; 78595235; 85575684; 86912717

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Floyd G. Hoffman

Internal Address: \_\_\_\_\_

Street Address: 11745 East Charter Oak Drive

City: Scottsdale

State: Arizona Zip: 85259

Phone Number: 404-861-9601

Docket Number: \_\_\_\_\_

Email Address: floydh68@gmail.com

**6. Total number of applications and registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

08/02/2017 KNGUYEN1 00000009 1826408  
 Deposit Account Number \_\_\_\_\_  
 02 FC:8522 \_\_\_\_\_ 48.00 OP  
 Authorized User Name \_\_\_\_\_ 150.00 OP

**9. Signature:**

Floyd G. Hoffman, Attorney-in-Fact  
Signature

Floyd G. Hoffman  
Name of Person Signing

7/31/17  
Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Exhibit A**

<b>Invention</b>	<b>Trademark Identification Numbers</b>
High 5 Sportswear Logo 1	Serial No. 74265448; Registration No. 1826408
High 5 Sportswear Font	Serial No. 76193196; Registration No. 2655715
High 5 Sportswear Logo 2	Serial No. 76553747; Registration No. 2986882
High 5 Sportswear Logo 3	Serial No. 77320761; Registration No. 3538295
High 5 Sportswear Logo 4	Serial No. 78595235; Registration No. 4068006
Stylized "High Five" Font	Serial No. 85575684; Registration No. 4643221
Stylized "High Five Sportswear"	Serial No. 86912717; Registration No. 5184506

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of December 31, 2016 (the "Effective Date") by and between High 5 Sportswear, Inc., a Washington corporation (the "Assignor") and Augusta Sportswear, Inc., a Delaware corporation (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

### RECITALS

**WHEREAS**, the Assignor has registered with the United States Patent and Trademark Office the trademarks listed on **Exhibit A** attached hereto and incorporated by reference as if fully set forth herein (collectively, the "Trademarks").

**WHEREAS**, it is the Assignor's intention to assign and transfer to the Assignee its right, title, and interest in and to the Trademarks; and

**WHEREAS**, the Assignee desires to acquire all of the Assignor's right, title, and interest in and to the Trademarks.

### AGREEMENT

**NOW, THEREFORE**, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby expressly sells, assigns, and transfers to Assignee, its successor, and assigns, all right, title, and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to all related common law rights, and all other rights pertaining to ownership of the Trademarks, including the renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name and 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

High 5 – Augusta Trademark Assignment

entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made, together with the right or priority under any international agreements to which the United States adheres, and all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, now or hereafter in effect. Assignor requests the Commissioner of Patents and Trademarks, to record Assignee as the assignee and owner of the Trademarks.


2. This transfer shall be effective as of December 31, 2016.

3. The rights, titles, and interests conveyed in this Assignment are to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Trademark Assignment below.

**ASSIGNOR:**

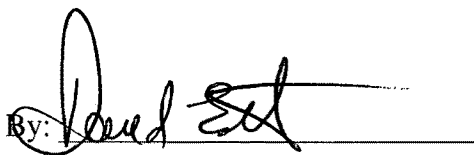
HIGH 5 SPORTSWEAR, INC.,  
a Washington Corporation

By:   
Mark Vondenhuevel, President

High 5 Sportswear, Inc.

**ASSIGNEE:**

AUGUSTA SPORTSWEAR, INC.,  
a Delaware Corporation

By:   
David Elliott, Chief Executive  
Officer

Augusta Sportswear, Inc.

STATE OF GEORGIA )  
 ) ss:  
COUNTY OF AUGUSTA-RICHMOND )

The foregoing instrument was acknowledged before me this 27 day of July, 2017, by **MARK VONDENHUEVEL**, President of High 5 Sportswear, Inc., a Washington corporation on behalf of the Assignor.

GIVEN under my hand and official seal this 27 day of July, 2017.

  
\_\_\_\_\_  
Signature

Mary J. Cranford  
\_\_\_\_\_  
(Name legibly printed or stamped)

Notary Public in and for the State of Georgia,  
residing at Deering, GA

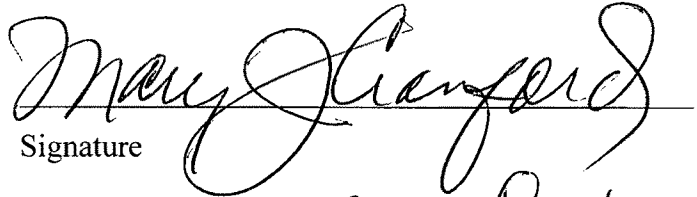
My appointment expires: 06/07/2021

MARY J CRANFORD  
NOTARY PUBLIC  
MCDUFFIE COUNTY, GEORGIA  
My Commission Expires  
06/07/2021

STATE OF GEORGIA )  
 ) ss:  
COUNTY OF AUGUSTA-RICHMOND )

The foregoing instrument was acknowledged before me this 27 day of July, 2017, by **DAVID ELLIOTT**, President of Augusta Sportswear, Inc., a Delaware corporation on behalf of the Assignee.

GIVEN under my hand and official seal this 27 day of July, 2017.

  
Signature

Mary J. Cranford  
(Name legibly printed or stamped)

Notary Public in and for the State of Georgia,  
residing at Deering Ga

My appointment expires: 06/07/2021

MARY J CRANFORD  
NOTARY PUBLIC  
MCDUFFIE COUNTY, GEORGIA  
My Commission Expires  
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