

09-25-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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TRADEMARKS ONLY

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

David H. Mitchell

9.23.02

- ☒ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 3, 2002

2. Name and address of receiving party(ies)

Name: Kolpin Outdoors, Inc.

Internal

Address: _____

Street Address: 205 Depot Street

City: Fox Lake State: WI Zip: 53933

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Wisconsin
☐ Other _____

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)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
 78/076,775

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

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

Name: Brian G. Gilpin; Godfrey & Kahn, S.C.

Internal Address: _____

Street Address: 780 N. Water Street

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account
 for any deficiencies

8. Deposit account number:

07-1509

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true
 copy of the original document.

Brian G. Gilpin

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

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TRADEMARK
 REEL: 2588 FRAME: 0134

TRADEMARK ASSIGNMENT

WHEREAS, David H. Mitchell, an individual residing in West Syracuse, Utah, ("Assignor") is the owner of all right, title, and interest in U.S. Trademark Application Serial Number 78/076,775 (the "Trademark"), is the sole stockholder of Dead On Outdoors, Inc. ("Dead On"), a Utah corporation, and has authorized and licensed Dead On to use the Trademark;

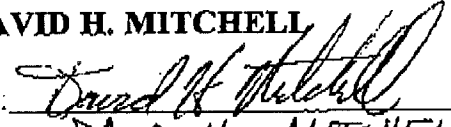
WHEREAS, Kolpin Outdoors, Inc., a Wisconsin corporation having its principal place of business at 205 Depot Street, Fox Lake, Wisconsin 53933 ("Assignee"), is acquiring certain of the assets of Assignor and Dead On relating to the business of the manufacture and sale of duck blinds, including the Trademark, pursuant to a certain Asset Purchase Agreement and other related agreements dated September 1, 2002, between Assignor, Dead On, and Assignee (the "Asset Purchase Agreement"); and

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in and to the Trademark and any applications and registrations therefore, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof,

NOW, THEREFORE, for the good and valuable consideration stated in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title, and interest, and Dead On assigns any right, title, or interest it may have, in and to the Trademark and any registrations or applications therefor, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, throughout the world, along with the right to recover for damages and profits for past, present, or future infringements thereof.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the day, month and year written below.

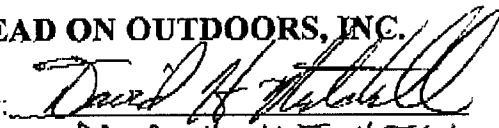
DAVID H. MITCHELL

By: 
Name: DAVID H. MITCHELL
Date: 9/3/02

KOLPIN OUTDOORS, INC.

By: _____
Name: _____
Title: _____
Date: _____

DEAD ON OUTDOORS, INC.

By: 
Name: DAVID H. MITCHELL
Title: PRESIDENT
Date: 9/3/02

TRADEMARK ASSIGNMENT

WHEREAS, David H. Mitchell, an individual residing in West Syracuse, Utah, ("Assignor") is the owner of all right, title, and interest in U.S. Trademark Application Serial Number 78/076,775 (the "Trademark"), is the sole stockholder of Dead On Outdoors, Inc. ("Dead On"), a Utah corporation, and has authorized and licensed Dead On to use the Trademark;

WHEREAS, Kolpin Outdoors, Inc., a Wisconsin corporation having its principal place of business at 205 Depot Street, Fox Lake, Wisconsin 53933 ("Assignee"), is acquiring certain of the assets of Assignor and Dead On relating to the business of the manufacture and sale of duck blinds, including the Trademark, pursuant to a certain Asset Purchase Agreement and other related agreements dated September 1, 2002, between Assignor, Dead On, and Assignee (the "Asset Purchase Agreement"); and

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in and to the Trademark and any applications and registrations therefore, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof,

NOW, THEREFORE, for the good and valuable consideration stated in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title, and interest, and Dead On assigns any right, title, or interest it may have, in and to the Trademark and any registrations or applications therefor, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, throughout the world, along with the right to recover for damages and profits for past, present, or future infringements thereof.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the day, month and year written below.


DAVID H. MITCHELL

By: _____
Name: _____
Date: _____

DEAD ON OUTDOORS, INC.

By: _____
Name: _____
Title: _____
Date: _____

KOLPIN OUTDOORS, INC.

By: 
Name: PATRICK H. GRANT
Title: PRESIDENT / CEO
Date: 9-3-02

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