

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Northland Fishing Tackle, Inc.		02/28/2009	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Big Fish America, L.L.C.
Street Address:	100 Naylor Dr.
City:	SE Bemidji
State/Country:	MINNESOTA
Postal Code:	56601
Entity Type:	LIMITED LIABILITY COMPANY: IOWA

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1488672	AIR-PLANE JIG
Registration Number:	1487641	REED-RUNNER
Registration Number:	1487642	BUZZ-ARD
Registration Number:	1487644	FIRE-BALL
Registration Number:	1487643	LIP-STICK
Registration Number:	1497859	PHELP'S FLOATER
Registration Number:	1525897	BIONIC BUCKTAIL
Registration Number:	1491331	NORTHLAND FISHING TACKLE
Registration Number:	1582741	ROACH RIG
Registration Number:	1553029	FIRE-EYE
Registration Number:	1601052	THE FISHERMAN'S FAVORITE
Registration Number:	2324516	WEED-WEASEL
Registration Number:	1880744	ROCK-RUNNER
Registration Number:	1880745	GYPSI JIG

OP \$865.00 1488672

Registration Number:	2324515	LIMBER-LEGS
Registration Number:	2106871	BUCK-SHOT
Registration Number:	2084105	JUNGLE JIG
Registration Number:	2254674	JAW-BREAKER
Registration Number:	2093188	WHISTLER JIG
Registration Number:	2390378	BIONIC MINNOW
Registration Number:	2582762	BAITFISH-IMAGE
Registration Number:	2314756	EYE-BALL JIG
Registration Number:	2451889	FORAGE MINNOW
Registration Number:	2489205	GUM-BALL
Registration Number:	2521293	THUMPER
Registration Number:	2686140	SUPER-GLO HOOK
Registration Number:	2808828	MIMIC MINNOW
Registration Number:	2861794	BARB-WIRE
Registration Number:	2817531	GLO-BUSTER
Registration Number:	3026996	INNER TUBE
Registration Number:	3225796	DIP-STICK
Registration Number:	3417023	SLURPIES
Serial Number:	77666456	TRICK-STICK
Registration Number:	3209702	FISHFLAKES

CORRESPONDENCE DATA

Fax Number: (515)558-0671
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 5152834671
Email: dwnelmark@belinlaw.com
Correspondent Name: David W. Nelmark
Address Line 1: 666 Walnut St. Suite 2000
Address Line 4: Des Moines, IOWA 50309

ATTORNEY DOCKET NUMBER:	B1252
NAME OF SUBMITTER:	David W. Nelmark
Signature:	/David W. Nelmark/
Date:	05/01/2009

Total Attachments: 5
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TRADEMARK
REEL: 003980 FRAME: 0973

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ASSIGNMENT and DOMAIN NAME TRANSFER AGREEMENT

This Assignment and Domain Name Transfer Agreement (this "**Agreement**") is made as of the 28th day of February, 2009, by Northland Fishing Tackle, Inc., a Minnesota corporation ("**Assignor**"), to Big Fish America, L.L.C., an Iowa limited liability company ("**Assignee**"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, the Assignor is the owner of the various registered and unregistered trademarks, service marks, trade names, trade dress, logos, business and product names, slogans and internet domain names (including all completed or pending federal, state or foreign registrations, renewal or applications for registration or renewal of any of them) in connection with the Business listed on Schedule 1.1(b) of the Purchase Agreement, copies of which are annexed hereto and incorporated by reference (collectively the "**Trademarks**"); and

WHEREAS, each of the domain names listed in Schedule 1.1(b), if any, has and have been registered with the applicable ICANN-accredited domain name registrar (collectively the "**Registrars**");

WHEREAS, pursuant to an Asset Purchase Agreement dated February 28, 2009 (the "**Purchase Agreement**"), by and among Assignor, as Seller, John Peterson and Duane Peterson, as Covenantors, and Assignor, as Buyer, Assignor desires to assign, transfer, convey and deliver, and Assignee desires to acquire, all Assignor's right, title and interest in and to the Trademarks;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks: Assignor hereby sells, transfers, conveys and assigns to the Assignee, its legal representatives, successors and assigns Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the Business appurtenant thereto and symbolized by the Trademarks and the right to apply for registrations thereof.

2. Request for Authorization: Within ten days following the closing and upon forty-eight hours notice to Assignor, Assignee will submit requests for the transfer of the domain names listed on Schedule 1.1(b) (the "Domain Names") to the applicable registrar for each domain name, and pursuant to the policies applicable thereto, each such registrar will send, via e-mail to the administrative contacts for each of the Domain Names, a request to authorize such transfer.

3. Authorization of Transfers: Within forty-eight hours after receipt by the applicable administrative contact for each domain name, Assignor shall or shall cause each such administrative contact to authorize the transfer of such domain name to Assignee in accordance with the applicable request from the applicable registrar. Assignor shall pay all fees, if any,

associated with such domain name transfer requests.

4. Unlocking Domains: Within forty-eight hours of notification by Assignee that a particular registrar has placed a lock on a Domain Name, Assignor agrees to request that such registrar remove such lock and promptly to notify Assignee when the applicable registrar has removed the lock. The date of notification from Assignor that such locks have been removed will serve as the closing date for those domains and Assignee and Assignor, thereafter, will follow the procedure for transfer set forth in paragraph 2 and 3 herein.

5. Assignor hereby irrevocably assigns to and for the benefit of Assignee and its successors, legal representatives and assigns, and at the sole expense of Assignee, all rights to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or otherwise that it and its successors, legal representatives or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Trademarks, including the right to sue for infringement of the Trademarks, including past infringements, and to do all such acts and things in relation thereto as its successors, legal representatives or assigns shall deem desirable. The intent of this Agreement is to substitute the Assignee in the place of Assignor.


6. Successors and Assigns: This instrument is executed by, and shall be binding upon, Assignor, its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

7. Additional Documents and Information: Assignor and Assignee agree to execute such papers and to perform such other proper acts as are reasonably necessary to record the assignment made by this Agreement. Assignor, from time to time after the Closing, at Assignee's request, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, any of the Trademarks. All of the parties hereto shall cooperate with one other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of the Purchase Agreement.

8. Purchase Agreement Governs: This Agreement is subject in all events to the terms and conditions of the Purchase Agreement and in the event of a conflict or inconsistency between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

9. Choice of Law: Any claims and causes of action arising with respect to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to the conflicts of law provisions thereof.

EXHIBIT A

M&G Number	Mark	Reg. No.	Reg. Date	Next Renewal
07836.0001US01	AIR-PLANE JIG	1488672	5/17/1988	5/17/2008
07836.0002US01	REED-RUNNER	1487641	5/10/1988	5/10/2008
07836.0003US01	BUZZ-ARD	1487642	5/10/1988	5/10/2008
07836.0005US01	FIRE-BALL	1487644	5/10/1988	5/10/2008
07836.0006US01	LIP-STICK	1487643	5/10/1988	5/10/2008
07836.0007US01	PHHELP'S FLOATER	1497859	7/26/1988	7/26/2008
07836.0009US01	BIONIC BUCKTAIL	1525897	2/21/1989	2/21/2009
07836.0010US01		1491331	6/7/1988	6/7/2008
07836.0011US01	ROACH RIG	1582741	2/13/1990	2/13/2010
07836.0012US01	FIRE-EYE	1553029	8/22/1989	8/22/2009
07836.0014US01	THE FISHERMAN'S FAVORITE	1601052	6/12/1990	6/12/2010
07836.0017US01	WEED-WEASEL	2324516	2/29/2000	2/28/2010
07836.0022US01	GYPSI JIG	1880745	2/28/1995	2/28/2015
07836.0023US01	ROCK-RUNNER	1880744	2/28/1995	2/28/2015
07836.0026US01	LIMBER-LEGS	2324515	2/29/2000	2/28/2010
07836.0027US01	BUCK-SHOT	2106871	10/21/1997	10/21/2017
07836.0028US01	JUNGLE JIG	2084105	7/29/1997	7/29/2017
07836.0029US01	JAW-BREAKER	2254674	6/22/1999	6/22/2009
07836.0030US01	WHISTLER JIG	2093188	9/2/1997	9/2/2017
07836.0032US01	BIONIC MINNOW	2390378	9/26/2000	9/26/2010
07836.0034US01	BAITFISH-IMAGE	2582762	6/18/2002	6/18/2012 (8&15 due 6/18/2008)
07836.0035US01	EYE-BALL JIG	2314756	2/1/2000	2/1/2010
07836.0038US01	FORAGE MINNOW	2451889	5/15/2001	5/15/2011
07836.0039US01	GUM-BALL	2489205	9/11/2001	9/11/2011
07836.0043US01	THUMPER	2521293	12/18/2001	12/18/2011
07836.0046US01	SUPER-GLO HOOK	2686140	2/11/2003	2/11/2013 (8&15 due 2/11/2009)
07836.0047US01	MIMIC MINNOW	2808828	1/27/2004	1/27/2014 (8&15 due 1/27/2010)
07836.0048US01	BARB-WIRE	2861794	7/6/2004	7/6/2014 (8&15 due 7/6/2010)
07836.0049US01	GLO-BUSTER	2817531	2/24/2004	2/24/2014 (8&15 due 2/24/2010)
07836.0050US01	INNER TUBE	3028996	12/13/2005	12/13/2015 (8&15 due 12/13/2011)
07836.0052US01	DIP-STICK	3225796	4/3/2007	4/3/2017 (8&15 due 4/3/2013)
07836.0053US01	FISHFLAKES	3209702	2/13/2007	2/13/2017 (8&15 due 2/13/2013)

SLURPIES

3417023 4/29/08

(Application) TRICK-STICK

"S/N" 77666456