

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. SE		
City:	Bemidji		
State/Country:	MINNESOTA		
Postal Code:	56601		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77666334	GILL GETTER	
Serial Number:	77666618	SLURP!	
Serial Number:	77666259	PUPPET MINNOW	
CORRESPONDENCE DATA			
Fax Number:	(515)558-0671		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	B1252-05		
NAME OF SUBMITTER:	David W. Nelmark		
Signature:	/David W. Nelmark/		

OP \$90.00 77666334

Date:

06/10/2009

Total Attachments: 1

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AMENDMENT TO ASSIGNMENT AND DOMAIN NAME TRANSFER AGREEMENT

This Amendment to Assignment and Domain Name Transfer Agreement (this "Amendment") is deemed to be effective 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 has previously assigned to the Assignee the right, title and interest in all pending trademark applications pursuant to the Assignment and Domain Name Transfer Agreement and Purchase Agreement (collectively the "Agreements") entered into by the Parties on February 28, 2009; and

WHEREAS, several pending trademark applications were inadvertently excluded from the relevant exhibits to the Agreements;

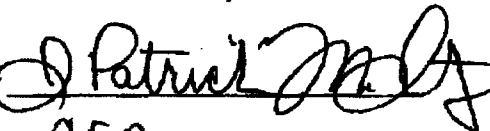
NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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, goodwill and interest in and to the marks "Gill Getter," "Slurp!" and "Puppet Minnow" (collectively the "Marks") including but not limited to all rights related to the pending federal trademark applications for Serial Nos. 77666334, 77666618, and 77666259.

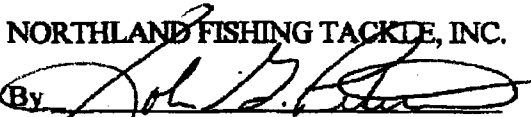
2. Rights and Obligations: Each Party's rights and obligations with respect to the Marks shall be consistent with the rights and obligations concerning the Trademarks assigned by Assignor to Assignee pursuant to the previous Agreements.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

BIG FISH AMERICA, L.L.C.

By 
Its CEO

NORTHLAND FISHING TACKLE, INC.

By 
John Peterson, its President

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