

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Van Dyke Supply Company, Inc.		09/01/2009	COMPANY: SOUTH DAKOTA

RECEIVING PARTY DATA

Name:	McKenzie Sports Products, LLC
Street Address:	1910 St. Luke's Church Road
City:	Salisbury
State/Country:	NORTH CAROLINA
Postal Code:	28146
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2427692	ORIGINAL CREATIONS
Registration Number:	2413936	ARTISTRY IN FIRE & GLASS
Registration Number:	2447628	
Registration Number:	1661348	BALMEX
Registration Number:	1521551	DAKOTA FLESHER
Registration Number:	1391564	VAN DYKE'S
Registration Number:	1326518	TRANS-LA-TEX
Registration Number:	1267501	CURATAN
Registration Number:	1267482	TANNIUM
Registration Number:	1208408	FLEXIFORM
Registration Number:	1090914	FULL-FLEX
Registration Number:	0972542	FLEX-A-MOVE
Registration Number:	0929722	VAN DYKE'S

CORRESPONDENCE DATA

900143423

**TRADEMARK
 REEL: 004063 FRAME: 0411**

OP \$340.00 2427692

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	032624-000011 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	09/17/2009

Total Attachments: 6
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 1st day of September, 2009 ("Effective Date") by and between VAN DYKE SUPPLY COMPANY, INC., a South Dakota corporation, whose address is 39771 SD Highway 34, Woonsocket, South Dakota 57384 ("Assignor"), and MCKENZIE SPORTS PRODUCTS, LLC, a North Carolina limited liability company, whose address is 1910 St. Luke's Church Road, Salisbury, North Carolina 28146 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 1, 2009 (the "Purchase Agreement"), which provides for the sale, transfer and conveyance of, among other things, all of the Assignor's right, title and interest in and to certain real and personal property; and

WHEREAS, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all trademark(s) and/or trademark application(s) identified on Schedule A hereto, the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto (the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee is acquiring Assignor's rights in the Trademarks, together with the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto, including, but not limited to, all related causes of action and the right to recover for past causes of action;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby:

Assignor hereby irrevocably grants, sells, transfers, conveys, assigns and sets over to Assignee, its successors and assigns, free and clear of all Liens (as defined in the Purchase Agreement), subject to any Disclosure Schedules provided by Assignor pursuant to Section 5.11 of the Purchase Agreement, the entire right, title, and interest in perpetuity in and to the Trademarks in the United States and worldwide, including: (a) the goodwill of the business associated with and symbolized by said Trademarks and that portion of Assignor's business which pertains to any pending intent-to-use applications filed pursuant to Section 1(b) of the United States Trademark Act (15 U.S.C. § 1051, *et seq.*) or foreign equivalents, (b) all registrations, applications, domain names, and common law rights, if any, all rights to apply and rights of priority to apply for registration, and (c) together with all related past, present and future causes of action, whether asserted or not, the right to enforce the rights to said Trademarks, the rights to all income derived from said Trademarks, including the right to all unpaid royalties with respect to the use of any such Trademarks, and any and all interests, claims, and rights for damages, profits, and other awards by reason of any past infringement, unauthorized use, dilution, misappropriation, or other violation of the Trademarks, false designations of origin, unfair competition and/or deceptive trade practices related to the Trademarks, use of confusingly similar marks or names by others, and all other related causes of action, and the right to sue therefor, for Assignee's own use and behalf and for the use and behalf of its successors and assigns or other legal representatives; said Trademarks to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.

Assignor further agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee that Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the Trademarks to Assignee, its successors or assigns, and to obtain, maintain, perfect, and protect the Trademarks and Assignee's rights therein. In

furtherance thereof, Assignor hereby authorizes such governmental agencies to identify Assignee as the owner of all registered trademarks issuing from applications pending among said Trademarks.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed effective as of the date first set forth above.

ASSIGNOR:

VAN DYKE SUPPLY COMPANY, INC.,
a South Dakota corporation

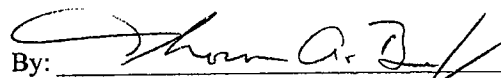
By: _____

Name:

Title:

ASSIGNEE:

MCKENZIE SPORTS PRODUCTS, LLC
a North Carolina limited liability company

By: 


Name: Thomas A. Burger, Jr.

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed effective as of the date first set forth above.

ASSIGNOR:

VAN DYKE SUPPLY COMPANY, INC.,
a South Dakota corporation

By: 
Name: RALPH CASTNER
Title: VICE PRESIDENT

ASSIGNEE:

MCKENZIE SPORTS PRODUCTS, LLC
a North Carolina limited liability company

By: _____
Name: Thomas A. Burger, Jr.
Title: Vice President

Schedule A

Trademark(s)/Application(s)

U.S. Registered Marks

Mark	Registration No.	Registration Date
ORIGINAL CREATIONS	2427692	02/06/01
ARTISTRY IN FIRE & GLASS	2413936	12/19/00
Design only	2447628	05/01/01
BALMEX	1661348	10/22/91
DAKOTA FLESHER	1521551	01/24/89
VAN DYKE'S	1391564	04/29/86
TRANS-LA-TEX	1326518	03/26/85
CURATAN	1267501	02/21/84
TANNIUM	1267482	02/21/84
FLEXIFORM	1208408	09/14/82
FULL-FLEX	1090914	05/09/78
FLEX-A-MOVE	0972542	11/06/73
VAN DYKE'S	0929722	02/22/72

Unregistered Marks

Subject to the rights of Seller contained in Section 8.5 of the Purchase Agreement, any and all marks owned, used, or held for use by the Business, including but not limited to common law trademarks, service marks, trade dress, or trade styles owned, used or held for use by the Business, the foreign equivalents of the common law marks or currently or formerly registered U.S. marks scheduled herein, the marks and trade dress on vandykestaxidermy.com, and the marks and trade dress on animal forms, products, packaging, advertising, or catalogs used by the Business, and all goodwill associated with the foregoing.

VAN DYKE'S
A TAXIDERMY TRADITION SINCE 1949



Van Dyke Design mark (formerly registered as U.S. Trademark Reg. No. 1400018)

Van Dyke Design mark (formerly registered as U.S. Trademark Reg. No. 0930140)
DEEP THROAT (formerly registered as U.S. Trademark Reg. No. 1708221)
TRUE BLUE (formerly registered as U.S. Trademark Reg. No. 1413214)
EASY ROCK (formerly registered as U.S. Trademark Reg. No. 1840208)
RIGIFLEX (formerly registered as U.S. Trademark Reg. No. 1927957)
FIBROBOND (formerly registered as U.S. Trademark Reg. No. 0972540)
VAN DYKE, VAN DYKE'S, VAN DYKE'S TAXIDERMY, and VAN DYKE'S TAXIDERMY
SUPPLY as used or held for use in connection with the Business