

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
400109 Alberta Ltd.		11/18/2005	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Bob Dale Gloves & Imports Ltd.		
Street Address:	2500, 10123-99 Street		
Internal Address:	c/o Snyder & Associates LLP		
City:	Edmonton, Alberta		
State/Country:	CANADA		
Postal Code:	T5J3H1		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1559875	GANDER BRAND	
CORRESPONDENCE DATA			
Fax Number:	(312)698-2123		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	david.j.davis@bakernet.com, colleen.m.brennan@bakernet.com		
Correspondent Name:	David J. Davis		
Address Line 1:	130 E. Randolph Drive		
Address Line 2:	One Prudential Plaza, Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	92233961-000001		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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**TRADEMARK
 REEL: 004112 FRAME: 0818**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

David J. Davis

Signature:

/david j. davis/

Date:

12/09/2009

Total Attachments: 4

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THIS AGREEMENT made this 18th day of November, A.D. 2005.

BETWEEN:

400109 ALBERTA LTD.
(hereinafter referred to as "the Subsidiary")

OF THE FIRST PART

- and -

BOB DALE GLOVES & IMPORTS LTD.
(hereinafter referred to as "the Parent")

OF THE SECOND PART

WHEREAS the Parent is the legal and beneficial owner of all the issued and outstanding shares of the Subsidiary;

AND WHEREAS the Parent has resolved to dissolve the Subsidiary and to distribute and transfer all of the Subsidiary's undertakings, property and assets to itself, and to file Articles of Dissolution in the prescribed form with Corporations Canada;

AND WHEREAS in consideration of the distribution and transfer of the undertakings, property and assets, the Parent has agreed to assume all of the debts and liabilities of the Subsidiary;

AND WHEREAS the parties desire the Subsidiary to liquidate its assets and wind up its affairs by November 18, 2005 or as soon thereafter as is reasonably possible in accordance with

subsection 88 (1) of the *Income Tax Act* (Canada) by distributing and transferring all its assets to the Parent effective November 18, 2005 (hereinafter referred to as the "Effective Date").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual agreements hereinafter contained, it is agreed by and between the parties as follows:

1. Subject to the terms and conditions hereof, the Subsidiary hereby, as of the Effective Date, distributes, transfers and assigns unto the Parent and the Parent hereby acquires all the undertakings, property and assets of the Subsidiary as a going concern, including, without limiting the generality of the foregoing, the following:

- (a) the goodwill of the business carried on by the Subsidiary with the exclusive right to the Parent or any assignee of the Parent to represent itself as carrying on the same in continuation of and succession to the Subsidiary;
- (b) all trademarks and licenses connected with the Subsidiary's business or belonging to the Subsidiary;
- (c) all the property of the Subsidiary, moveable or immoveable, real or personal of every kind and nature whatsoever situated, including freehold and leasehold property, leases and licenses owned by or held for the Subsidiary, including all buildings, machinery, plants, equipment, fixtures, furniture, furnishings and accessories situate upon any of the freehold and leasehold lands and premises;
- (d) all buildings, improvements, plants, machinery, equipment, automobiles, trucks, motors, tools and utensils of every nature and kind owned by the Subsidiary;
- (e) all inventories, stock-in-trade, prepaid express and supplies of every nature and kind owned by the Subsidiary;
- (f) all the book and other debts due or accruing due to the Subsidiary and the full benefit of all securities for such debts;
- (g) the full benefit of all existing contracts, commitments and engagements to which the Subsidiary may be entitled and the full benefit of all forward commitments by the Subsidiary for supplies or materials whether or not there are any contracts with respect to the same;
- (h) all cash on hand and all bills and notes owned by the Subsidiary;

- (i) all shares, bonds, securities and obligations owned by the Subsidiary;
- (j) all rights to any actions in law;
- (k) all other property, assets and rights owned by the Subsidiary or to which the Subsidiary is entitled in connection with the said business or otherwise.

2. As consideration for the distribution, assignment and transfer of the undertakings, property and assets above referred to, the Parent hereby assumes and agrees to pay to the entire exoneration of the Subsidiary all the debts and liabilities of the Subsidiary up to the Effective Date. For greater certainty, and without limiting the generality of the foregoing, any inter-corporate debt now existing between the Parent and the Subsidiary shall be deemed to be settled as contemplated by Subsection 80(3) of the *Income Tax Act* (Canada) and the Parent shall file such election forms as may be necessary in that regard.

3. The Subsidiary will provide the Parent with all deeds, assurances, transfers and assignments necessary to vest in the Parent those assets, undertakings and property herein sold with good and marketable title thereto, it being understood that any deeds, transfers and assurances not provided as of the date of this Agreement to convey title to such property and assets will be provided by the Subsidiary to the Parent as soon after the date of this Agreement as is possible.

4. The Parent shall be entitled to the income and profit in connection with the said assets and business from the Effective Date.

5. The Subsidiary agrees that it shall as soon as reasonably possible after the execution of this Agreement take all necessary steps to finalize its dissolution in accordance with the provisions of *Canada Business Corporations Act* (CBCA).

6. If title to any of the property and assets is not delivered or provided as of the date of this Agreement, the Subsidiary covenants to execute and deliver title to the same as soon as possible thereafter and the Subsidiary further covenants to execute and deliver to the Parent at the expense of the Subsidiary, such further and other assurances, conveyances and securities as may be necessary to properly carry out the intent of this Agreement.

7. Time shall be of the essence of this Agreement.

8. This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF this Agreement is executed by the parties hereto as of the day and year first above written.

400109 ALBERTA LTD.

Per. 

Denis Dale

BOB DALE GLOVES & IMPORTS LTD.

Per. 

Denis Dale