

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
The Arctic Fisherman, LLC		04/13/2011	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Uncle Josh Bait Company		
Street Address:	525 Jefferson Street		
City:	Fort Atkinson		
State/Country:	WISCONSIN		
Postal Code:	53538		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0567479	THE ARCTIC FISHERMAN	
CORRESPONDENCE DATA			
Fax Number:	(414)273-5198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-273-3500		
Email:	bgilpin@gklaw.com		
Correspondent Name:	Brian G. Gilpin		
Address Line 1:	780 North Water Street		
Address Line 2:	Godfrey & Kahn, S.C.		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	058187-0019		
NAME OF SUBMITTER:	Brian G. Gilpin		
Signature:	/bgg/		

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Date:

04/16/2011

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is entered into this 13 day of April, 2011, by and between **THE ARCTIC FISHERMAN, LLC**, a Wisconsin limited liability company (the "Seller"), and **UNCLE JOSH BAIT COMPANY**, a Wisconsin corporation (the "Buyer"). Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WITNESSTH:

WHEREAS, the Seller, the Buyer and the member of the Seller are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, the Seller has agreed to sell and transfer to the Buyer, and the Buyer has agreed to purchase and receive from the Seller, all of the Seller's right, title and interest in and to all of the Assets, including, without limitation, the Seller's right, title and interest in and to the Intellectual Property owned or licensed (as licensor or licensee) by the Seller;

WHEREAS, the Intellectual Property includes, but not is not limited to, the trademarks listed on Exhibit A, attached hereto, and the domain names listed on Exhibit B, attached hereto; and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the Buyer's obligations under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer hereby agree as follows:

1. The Seller hereby assigns to the Buyer, and the Buyer hereby accepts such assignment of, the Seller's entire right, title and interest in and to all of the Intellectual Property together with all common law rights therein, including the right to sue, obtain relief and recover damages for past, present and future infringement, together with the goodwill of the business and the trademarks listed on Exhibit A, attached hereto.

2. Where appropriate, the Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, and an official of any country or countries foreign to the United States, whose duty it is to register patents, trademarks or copyrights, to record the Buyer as the assignee and owner of the Intellectual Property.

3. This Assignment is subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants and agreements contained therein. Nothing contained in this Assignment shall be deemed to supersede or change any of the provisions set forth in the Purchase Agreement. In the event of any conflict between this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

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4. No amendment or modification of this Assignment shall be valid unless in writing and signed by an authorized signatory of each of the Seller and the Buyer.

5. This Assignment shall be binding upon the parties hereto and their respective successors and permitted assigns.

6. This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction.

7. This Assignment may be executed in one or more counterparts and by facsimile or portable document format (pdf), all of which shall be considered but one and the same instrument, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

SELLER:

THE ARCTIC FISHERMAN, LLC

By: Carthew Joint Revocable Trust Dated
December 8, 1988, its sole member

By: Karen A. Carthew
Karen A. Carthew, Trustee

BUYER:

UNCLE JOSH BAIT COMPANY

By: Kurt Kellogg
Kurt Kellogg, its President

[Signature page to Intellectual Property Assignment.]

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)
 COUNTY OF Dane) ss:

On this, the 13th day of April, 2011, before me, a Notary Public, the undersigned, personally appeared Karen A. Carthew, who acknowledged herself to be the sole Trustee of the sole member, Carthew Joint Revocable Trust dated December 8, 1988, of **THE ARCTIC FISHERMAN, LLC**, a Wisconsin limited liability company, and that she, as such Trustee of the sole member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company as such Trustee of the sole member.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: is permanent



[Seller's Notary for Intellectual Property Assignment.]

Exhibit A

Trademarks

MARK	COUNTRY/ STATE	APP NO./ REG. NO.	FILING DATE/REG. DATE	STATUS	CURRENT OWNER	ENCUMBRANCES
THE ARCTIC FISHERMAN	US	567,479	12/02/1952	Registered	The Arctic Fisherman, LLC	None.

Exhibit B

Domain Names

www.beaverdamtipup.com

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