

08/22/2011

Form PTO-1594 (Rev. 07/05)  
OMF Collection 0651-0027 (exp. 6/30/11)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103631237

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

Wae/8/18

**1. Name of conveying party(ies):**  
Timber Hawk Gear, LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Utah  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 No

Additional names, addresses, or citizenship attached?

Name: The Outdoor Recreation Group  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 1919 Vineburn Avenue  
City: Los Angeles  
State: CA  
Country: US      Zip: 90032

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship California  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) July 26, 2011

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 3,400,747

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Mark S. Bicks  
Internal Address: Suite 600  
Street Address: 1300 19th Street, NW  
City: Washington  
State: DC      Zip: 20036  
Phone Number: 202-659-9076  
Fax Number: 202-659-9344  
Email Address: msbdocketing@roylance.com

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 08/22/2011 HTON11 00000013 3400747  
01 FC:8521      40.00  
Authorized User Name e

**9. Signature:** Mark S. Bicks      August 18, 2011  
Signature      Date

Mark S. Bicks  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of July 26, 2011 by and among Timber Hawk Gear, LLC, a Utah limited liability company ("Assignor"), Mike O'Reilly, the sole owner of the Seller (the "Member") and The Outdoor Recreation Group, Inc., a California corporation ("Assignee"). Assignee and Assignor are also herein referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the Assignor, owns, has adopted and has used the trademark TIMBER HAWK and Hawk Design (the "Trademark") and has obtained Registration No. 3,400,747 in the U.S. Patent and Trademark Office thereon.

WHEREAS, Member owns 100% of the equity of Assignor.

WHEREAS, the Assignor and Member entered into an Intellectual Property Purchase and Sale Agreement with the Assignee, dated as of July 26, 2011 (the "Intellectual Property Purchase and Sale Agreement") pursuant to which Assignor sold, and Assignee purchased, all of Assignor's rights, title and interest in the Trademark, together with all the goodwill of the business symbolized thereby. The Intellectual Property Purchase and Sale Agreement is incorporated herein by reference, and attached hereto as Appendix A.

WHEREAS, pursuant to the Intellectual Property Purchase and Sale Agreement the Assignor agreed to assign the Trademark to the Assignee and the Assignee agreed to accept the assignment of the Trademark.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and obligations set forth in this Agreement, the Parties hereby agree as follows:

- 1. Transfer of Trademark.** For good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the Assignor hereby assigns and transfers all rights, titles and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and the registration thereof.
- 2. Registration and Fees.** The Assignee shall record this Agreement along with any other instrument required by the United States Patent and Trademark Office in order to convey full title and ownership of the Trademark. The registration for the change of the registered owner of the Trademark shall be undertaken by the Assignee and the Assignee shall bear the registration fees incurred hereby.
- 3. Representations and Warranties of Assignor.** The Assignor hereby represents and warrants as follows:

- (i) Assignor owns the entire right, title and interest in and to the Trademark;
- (ii) the registration for the Trademark is currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Trademark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Trademark to any other person or entity;
- (iv) there are no liens, encumbrances or security interests against the Trademark;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or any provision of Assignor's Operating Agreement.

**4. Effective Date and Term.** This Agreement has been duly executed by its authorized representatives and effective as of the date first set forth above.

**5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action brought by either Party to interpret or enforce any provision of this Agreement shall be brought in, and each Party agrees to and does hereby submit to the jurisdiction and venue of, the appropriate state or federal court for the district encompassing Assignee's principal place of business.

**6. Arbitration.** Except as otherwise provided in this Agreement, any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled as provided below:

(a) Notice of Claim. The prosecution of a claim shall commence upon effective date of written notice of claim by the party asserting the claim to the other Party which shall set forth the basis and amount of the claim.

(b) Pre-arbitration Negotiations. The Parties shall, before the commencement of arbitration proceedings, attempt in good faith to settle their dispute by negotiations, including a consideration of mediation.

(c) Selection of Arbitrator. Within thirty (30) days after notice of the claim, the Parties shall select an arbitrator. If the parties cannot agree upon an arbitrator, they shall exchange lists of at least five proposed arbitrators. If there is one common

name, such person shall be deemed selected. If there is more than one common name, the first common arbitrator who is available shall be deemed selected. If there is no common name, the matter will be submitted to J.A.M.S./Endispute for arbitration pursuant to its policies and procedures. The arbitration will be conducted by the rules and procedures established by the arbitrator according to the provisions of this Agreement.

(d) Provisional and Equitable Remedies. Until such time as the arbitrator is appointed, either party may seek or request ancillary, provisional or preliminary rights and/or remedies, including injunctive relief or a temporary restraining order or any other applicable provisional remedy before the Los Angeles County Superior Court. Upon appointment of the arbitrator, the parties agree that jurisdiction over any such provisional remedy and proceeding shall immediately be transferred to the arbitrator, and the State Court proceeding shall be dismissed or abated, as the case may be, provided that any such provisional remedy remain in effect until otherwise ordered by the arbitrator. The Parties agree that the arbitrator shall be empowered to issue an order for a temporary injunction, preliminary injunction, writ of attachment, writ of possession, temporary protective order and/or appointment of a receiver on the grounds that the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief. Following the appointment of the arbitrator the Parties agree that any application for relief shall be made exclusively to the arbitrator.

(e) Enforcement of Judgment. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof.

(f) Discovery. The Parties may obtain discovery in aid of the arbitration to the fullest extent permitted under law, including California Code of Civil Procedure Section 1283.05. All discovery disputes shall be resolved by the arbitrator.

(g) Power and Authority of Arbitrator. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law.

(h) Costs. The costs of the arbitration, including the Arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the Parties. Reasonable attorneys' fees and costs, including the arbitrator's fee, may be awarded to the prevailing or most prevailing party by the arbitrator.

7. **Time.** Time is of the essence in the performance of this Agreement.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

9. **Headings.** The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

10. **Amendments and Waivers.** No amendment, modification, replacement, termination or cancellation of any provision of this Agreement will be valid, unless the same will be in writing and signed by Assignee and Assignor.

11. **Severability.** The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof.

12. **Construction.**

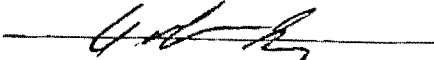
The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. Any reference to any federal, state, local, or foreign Law will be deemed also to refer to Law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

13. **Remedies.** Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations, or remedies otherwise available at Law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

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

**THE OUTDOOR RECREATION  
GROUP, INC.**

By: 

Print Name: GEORGE ADT


Title: CEO

**TIMBER HAWK GEAR, LLC**

By: 

Print Name: Mike O'Reilly

Title: Manager

By:   
Mike O'Reilly, an individual

APPENDIX A: INTELLECTUAL PROPERTY PURCHASE AND SALE  
AGREEMENT

RADNMA10.121/204253.1

RECORDED: 08/18/2011

TRADEMARK  
REEL: 004610 FRAME: 0584