

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
Muzzy Products Corp.		06/15/2012	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Muzzy Outdoors, LLC
Street Address:	62 Walnut Street
Internal Address:	Floor 3
City:	Wellesley Hills
State/Country:	MASSACHUSETTS
Postal Code:	02481
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4161963	TIME TO MUZZY UP
Registration Number:	3244423	MUZZY
Registration Number:	2866693	PHANTOM
Registration Number:	3703299	X-CELERATOR
Registration Number:	3656958	MUZZY 200 CLUB
Registration Number:	3598309	MX-3
Registration Number:	3598306	MX-4
Registration Number:	3704235	MUZZY HUNTING CAMP
Registration Number:	3535146	MUZZY BAD TO THE BONE BOWHUNTING TV
Registration Number:	2488324	THROUGH THE EYES OF A SPORTSMAN
Registration Number:	2201548	BAD TO THE BONE
Registration Number:	2256095	BAD THROUGH THE BONE
Registration Number:	2137497	SLATE-MATE

CH \$465.00 4161963

Registration Number:	2067462	SPEED-LOC
Registration Number:	1392491	MUZZY
Serial Number:	85520462	DX-3
Serial Number:	85244946	MUZZY UP!
Serial Number:	85408545	CROSSKILL

CORRESPONDENCE DATA

Fax Number: 2027785529
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202.662.5529
Email: trademarks@cov.com
Correspondent Name: Hope Hamilton
Address Line 1: 1201 Pennsylvania Avenue, N.W.
Address Line 2: Covington & Burling LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	034090.00112
NAME OF SUBMITTER:	Cheryl Fountain/Paralegal Specialist
Signature:	/cherylfountain/
Date:	07/11/2012

Total Attachments: 13
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ASSIGNMENT OF PATENTS, COPYRIGHTS, AND TRADEMARKS

This ASSIGNMENT OF PATENTS, COPYRIGHTS AND TRADEMARKS (this "Assignment"), is entered into and made effective as of June 15, 2012, by and among Muzzy Products Corp. (hereinafter referred to as "Assignor"), a Georgia corporation having its principal place of business at 110 Beasley Road, Cartersville, Georgia 30120, Muzzy Outdoors, LLC (hereinafter referred to as "Assignee"), a Delaware limited liability company having its principal place of business immediately prior to the Closing (as defined in the Asset Purchase Agreement) at 62 Walnut Street, Floor 3, Wellesley Hills, MA. 02481 and the Stockholders named in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor is the sole and exclusive owner of all rights, title and interest in and to the following: (a) all patents and patent applications listed on the attached Schedule A(i) (collectively, the "Scheduled Patent Rights") and of any and all inventions and discoveries claimed, described or otherwise disclosed in any of the Scheduled Patent Rights (collectively, the "Inventions"); (b) the original works of authorship, and the copyrights worldwide therein, and the copyright registrations and copyright registration applications associated therewith identified on Schedule A(ii) attached hereto and made part hereof (collectively, the "Works"); and (c) the trademarks that are either unregistered, registered or are the subject of pending applications in the United States Trademark Office, all of which are identified on Schedule A (iii) attached hereto and made part hereof (collectively, the "Marks"); and

WHEREAS, in connection with that certain Asset Purchase Agreement dated as of June 15, 2012 (the "Asset Purchase Agreement"), Assignee wishes to acquire from Assignor, and Assignor wishes to assign, transfer, convey and deliver to Assignee (a) any and all rights, title, and interests of Assignor throughout the world in and to the Scheduled Patent Rights and the Inventions; (b) the Works and all of rights, title and interest in and to said Works, including all copyrights and other proprietary rights therein and thereto conveyed by the U.S. Copyright Act of 1976, as amended, and by any equivalent foreign copyright statute and right; and (c) the Marks, together with all common law, statutory or other rights therein and all goodwill of the business associated with the use of, or symbolized by, the Marks in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the payment of \$100.00 and the foregoing premises and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Conveyance and Acceptance. Effective as of date hereof, Assignor hereby irrevocably, without reservation, sells, assigns, transfers, conveys and delivers to Assignee (and to Assignee's successors and assigns) and Assignee hereby accepts:

a. All of Assignor's rights, titles and interests throughout the world in, to, and under all of the following described in Sections 1(i) through (iv) (all of the following described in subsections (i) through (iv) below are collectively referred to as the "Assigned Rights");

i. all Inventions and any and all modifications and improvements to any such Inventions;

ii. all Scheduled Patent Rights and any and all patents that may issue based on, correspond to, or otherwise arise from, any such Scheduled Patent Rights, either directly or indirectly;

iii. any and all other patents, patent applications and other industrial property protections and applications therefor, in each case, that are filed or issue in the United States or in any other jurisdiction that are based on, or that otherwise relate to, any of the Assigned Rights described in Section 1(i) through Section 1(ii), including but not limited to, any and all provisional applications, non-provisionals, continuations, continuations-in-part, divisions, continuing prosecution applications, PCT applications and other convention applications, requests for continuing examination, substitutes, reissues, reexaminations, extensions, and renewals that issue or are filed in the United States or in any other jurisdiction that are based on, or that otherwise relate to, any of the Assigned Rights described in Section 1(i) through Section 1(ii); and

iv. any and all other rights relating to any of the Assigned Rights described in any of Sections 1(i) through (iii), including but not limited to, any and all priority rights and rights to claim the benefit of the filing date with respect to any and all such Assigned Rights under the International Convention for the Protection of Industrial Property or under any other convention, treaty, law, rule, regulation, agreement, instrument or understanding;

b. All of Assignor's rights, title and interest in and to the Works, including all copyrights and other proprietary rights therein worldwide, which shall include the exclusive worldwide right to register and publish all copyrights in such Works, to reproduce the Works in any manner, to adapt, modify or otherwise alter the Works, to transmit the Works, to prepare derivative works based on the Works in all forms now known or hereinafter invented, to distribute copies or reproductions of the Works, to display the Works publicly, to publicly perform the Works and to otherwise use or exploit the Works, in each case, through any and all means and methods and in any and all media now known and hereafter developed or devised, together with all moral rights and other rights of a similar nature or kind, for the unexpired present term of all copyrights and other rights in each such Works and any term granted thereafter to which said Works or any derivative work based thereon may be entitled to copyright protection, together with all rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating thereto, all rights to bring an action, whether at law or in equity, for past, present or future infringement, misappropriation, misuse or other violation of any copyrights in such Works against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, misappropriation, misuse, or other violation of any copyrights in such Works; and

c. All of Assignor's rights, title and interest in and to the Marks in the United States, including all common law, statutory and other rights therein and all trademark registrations and trademark registration applications relating to the Marks, together with all rights to any and all

proceeds, benefits, privileges, causes of action, and remedies relating to the Marks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks, and together with the portion of the business to which the Marks pertain and all goodwill of the business associated with the use of, or symbolized by, the Marks.

2. Recordation.

a. Assignor hereby authorizes and requests that:

i. Officials throughout the world whose duty it is to register and record ownership in intellectual property rights, including, without limitation, the Commissioner of the United States Patent and Trademark Office, record Assignee as the sole and exclusive assignee and owner of any and all of the Assigned Rights;

ii. The Commissioner of the United States Patent and Trademark Office, and empowered officials in any other country, issue any and all letters patent that may be granted upon any of the Assigned Rights to Assignee, for the sole and exclusive benefit of Assignee;

iii. Assignee record this Assignment with the U.S. Copyright Office and with all other relevant Governmental Authorities; and

iv. Assignee record this Assignment with the U.S. Patent and Trademark Office, the Canadian Intellectual Property Office, and all other applicable foreign trademark offices or other relevant governmental authorities.

b. Assignor hereby grants the Assignee the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

3. Further Acts. Without additional consideration, Assignor and/or the Stockholders shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

4. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of the State of New York. This Assignment may be executed and delivered (including by facsimile and electronic mail transmission) in one or more counterparts, any of which need not contain the signature of more than one person, but all such counterparts taken together will constitute one and the same instrument. For the avoidance of doubt, nothing set forth in this Assignment is intended to limit the representations, warranties and covenants in the Asset Purchase Agreement among Assignor, Assignee and the other parties thereto. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors

and permitted assigns. No modification, amendment or waiver of any provision of this Assignment shall be effective unless it is in writing and signed by the parties hereto.

[Remainder of Page Intentionally Left Blank]

STOCKHOLDERS:

Helen Musacchia
Helen Musacchia
Date: 6/15/12

Michele Musacchia Eichler
Date: _____

John Musacchia, Jr.
Date: _____

The John Musacchia Residual Trust B-1

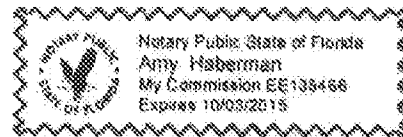
By: Helen Musacchia Trustee
Helen Musacchia, Trustee

STATE OF FLORIDA)
) ss
COUNTY OF MONROE)

On this 15 day of JUNE, 2012, before me personally appeared Barbara Musacchia, to me personally known, who, being duly sworn, did say that he/she is duly executed the foregoing instrument on his/her own behalf and that said individual acknowledged said instrument to be the free act and deed of said individual.

Amy Haberman
Notary Public

Expiration Date: 10/31/2015



[Signature Page to Assignment]

STOCKHOLDERS:

Helen Musacchia
Date: _____

Michele Musacchia Eichler

Michele Musacchia Eichler
Date: 6/15/12

John Musacchia, Jr.
Date: _____

The John Musacchia Residual Trust B-1

By: _____
Helen Musacchia, Trustee

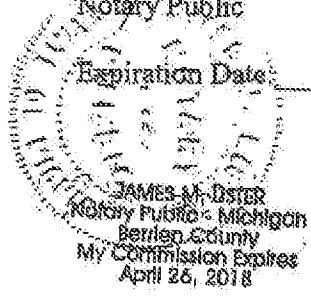
STATE OF Michigan
COUNTY OF Berrien

On this 15th day of June, 2012, before me personally appeared Michele Eichler to me personally known, who, being duly sworn, did say that he/she is duly executed the foregoing instrument on his/her own behalf and that said individual acknowledged said instrument to be the free act and deed of said individual.

James M. Oster

Notary Public

Expiration Date: 04/26/2018



[Signature Page to Assignment]

STOCKHOLDERS:

Helen Musacchia

Date: _____

Michele Musacchia Eichler

Date: _____

~~_____~~
~~John Musacchia, Jr.~~

~~Date: 6/15/2012~~

The John Musacchia Residual Trust B-1

By: _____

Helen Musacchia, Trustee

STATE OF New York)

COUNTY OF Greene)

On this 15th day of June, 2012, before me personally appeared John Musacchia, Jr., to me personally known, who, being duly sworn, did say that he/she is duly executed the foregoing instrument on his/her own behalf and that said individual acknowledged said instrument to be the free act and deed of said individual.

[Signature]

Notary Public

Expiration Date: 03-01-15

KELLY S. LATTI
Notary Public in the State of New York
Qualified in Greene County
Commission Expires: 03-01-15

[Signature Page to Assignment]

SCHEDULE A

(i) Scheduled Patent Rights

Fastening Device

U.S. Patent 5,513,622

Inventor: John Musacchia, Sr.

Assignor: Barbara Musacchia, as personal representative of Estate of John Musacchia, Sr.

Owner: Muzzy Products Corporation

Universal Game Call Adapter and Holder

U.S. Patent 5,607,091

Inventor: John Musacchia

Assignor: Barbara Musacchia, as personal representative of Estate of John Musacchia, Sr.

Owner: Muzzy Products Corporation

Game Call Holder

U.S. Patent 5,988,469

Inventor: John Musacchia

Assignor: Barbara Musacchia, as personal representative of Estate of John Musacchia, Sr.

Owner: Muzzy Products Corporation

Broadhead Arrowhead with Adjustable
Blade Retention

U.S. Patent 6,540,628

Inventor: John M. Musacchia, Jr.

Assignor: John J. Musacchia, Jr.

Owner: Muzzy Products Corporation

Elevated Game Call with Attachment Feature

U.S. Patent 6,780,079

Inventor: John Musacchia

Assignor: John Musacchia, Jr.

Owner: Muzzy Products Corporation

Drop-away Arrow Rest

U.S. Patent 6,792,932

Inventor: John J. Musacchia, Jr.

Assignor: John J. Musacchia, Jr.

Owner: Muzzy Products Corporation

Big Fish Arrowhead Adaptor

Design Patent Application 29/381,064

Status: Issue Fee Paid

S/N: 29/381,064

Inventor: John Musacchia, Jr.

Assignor: John Musacchia, Jr.

Owner: Muzzy Products Corporation

(ii) Works

Title: Official Rules of National Bare Bow Stump Shoot
Registration Number: TXu000165785
Registration Date: 06/01/1984
Copyright Claimant: John Musacchia
Date of Creation: 1982

Title: Dan & Guy Fitzgerald's Hunting Adventures
Registration Number: TX0005149166
Registration Date: 02/18/2000
Copyright Claimant: Muzzy Products Corporation
Date of Creation: 1999

(iii) Marks

Word Mark: DX-3
Serial Number: 85520462
Status: Pending
Owner: Muzzy Products Corporation

Word Mark: Time To Muzzy Up
Serial Number: 85245184
Status: Allowed
Owner: Muzzy Products Corporation

Word Mark: Muzzy Up!
Serial Number: 85244946
Status: Allowed
Owner: Muzzy Products Corporation

Word Mark: Crosskill
Serial Number: 85408545
Status: Allowed
Owner: Muzzy Products Corporation

Word Mark: Muzzy
Serial Number: 78880462
Reg. Number: 3244423
Status: Registered
Owner: Muzzy Products Corporation

Word Mark: Phantom
Serial Number: 78232566
Reg. Number: 2866693
Status: Registered
Owner: Muzzy Products Corporation

Word Mark: X-Celerator
Serial Number: 77617624
Reg. Number: 3703299
Status: Registered
Owner: Muzzy Products Corporation

Word Mark: Muzzy 200 Club
Serial Number: 77555516
Reg. Number: 3656958
Status: Registered
Owner: Muzzy Products Corporation

Word Mark: MX-3
Serial Number: 77555031
Reg. Number: 3598309
Status: Registered
Owner: Muzzy Products Corporation

Word Mark: MX-4
Serial Number: 77554994
Reg. Number: 3598306
Status: Registered
Owner: Muzzy Products Corporation

Word Mark: Muzzy Hunting Camp
Serial Number: 77554940
Reg. Number: 3704235
Status: Registered
Owner: Muzzy Products Corporation

Word Mark: Muzzy Bad to the Bone Bowhunting TV
Serial Number: 77336971
Reg. Number: 3535146
Status: Registered
Owner: Muzzy Products Corporation

Word Mark: Through the Eyes of a Sportsman
Serial Number: 75644582
Reg. Number: 2488324
Status: Registered

Owner: Muzzy Products Corporation

Word Mark: Bad to the Bone

Serial Number: 75423844

Reg. Number: 2201548

Status: Registered

Owner: Muzzy Products Corporation

Word Mark: Bad Through the Bone

Serial Number: 75400703

Reg. Number: 2256095

Status: Registered

Owner: Muzzy Products Corporation

Word Mark: Slate-Mate

Serial Number: 75280122

Reg. Number: 2137497

Status: Registered

Owner: Muzzy Products Corporation

Word Mark: Speed-Loc

Serial Number: 74509751

Reg. Number: 2067462

Status: Registered

Owner: Muzzy Products Corporation

Word Mark: Muzzy

Serial Number: 73527947

Reg. Number: 1392491

Status: Registered

Owner: Muzzy Products Corporation