### 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
The Coleman Company, Inc.		10/10/2011	CORPORATION: DELAWARE

### RECEIVING PARTY DATA

Name:	Pure Fishing, Inc.
Street Address:	7 Science Court
City:	Columbia
State/Country:	SOUTH CAROLINA
Postal Code:	29223
Entity Type:	CORPORATION: IOWA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1358124	BRIGHTON
Registration Number:	2996287	CASTER
Registration Number:	2398229	DURA-STRETCH
Registration Number:	1894491	FLY TECH
Registration Number:	2753451	GUIDELITE
Registration Number:	1540600	HODGMAN
Registration Number:	2416964	
Registration Number:	3663738	LAKESTREAM
Registration Number:	0193078	ROD & REEL
Registration Number:	2069958	THERMOBOOT
Registration Number:	2629958	WADELITE
Registration Number:	2012760	WADELITE
Registration Number:	2761098	WADETECH
Registration Number:	0508032	WADEWELL

TRADEMARK **REEL: 004885 FRAME: 0832** 

900236678

### **CORRESPONDENCE DATA**

Fax Number: 2068054801

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 206-805-4800

Email: trademarks@jarden.com

Correspondent Name: Julie C. VanDerZanden

Address Line 1: 4201 6th Avenue South

Address Line 2: Jarden Seattle Legal Dept.

Address Line 4: seattle, WASHINGTON 98108

ATTORNEY DOCKET NUMBER:	HODGMAN/PF	
NAME OF SUBMITTER:	Julie C. VanDerZanden	
Signature:	/Julie C. VanDerZanden/	
Date:	10/22/2012	

#### Total Attachments: 6

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#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of October 10, 2011, by and among Pure Fishing, Inc., an Iowa corporation ("Assignee"), on the one hand, and The Coleman Company, Inc., a Delaware corporation ("Assignor") on the other hand. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

#### RECITALS

WHEREAS, Assignee and Assignor entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to Section 2.1 (h) and 2.1 (i) of the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's (a) rights, title and interest in and to the trademarks, trade names, corporate names, business names, domain names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing listed on Exhibit A attached hereto and incorporated herein, together with the goodwill symbolized thereby and associated therewith, (collectively, the "Trademarks").

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement and the Ancillary Agreements, Assignor hereby agrees as follows:

- Assignee all of the Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the Business pertaining thereto, which is ongoing and existing, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.
- 2. Representations and Warranties of the Parties. Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (c) such party is and will remain free

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TRADEMARK REEL: 004885 FRAME: 0834 of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.

- 3. <u>Further Assurances</u>. Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.
- 4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument. Subject to Section 3 above, Assignor hereby authorizes Assignee to carry on the necessary formalities for recording of this instrument with the United States Commissioner of Patents and Trademarks, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks or other evidence or forms of intellectual property protection or applications. Recording of the Assignment will be at the burden and cost of the Assignment.
- 5. Asset Purchase Agreement. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase agreement, and in the event of any conflict between the Asset Purchase agreement and this Assignment, the Asset Purchase Agreement shall control.
- 6. <u>Counterparts</u>. This Assignment may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[signature page follows]

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IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSINGEE:	ASSINGOR:		
PURE FISHING, INC.,	THE COLEMAN COMPANY, INC.,		
an lowa corporation	a Delaware corporation		
Ву:	By::		
Name: Willey J. Hoto.	Name:		
Title: CFO FIF	Title:		

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSINGEE:

ASSINGOR:

PURE FISHING, INC., an Iowa corporation

THE COLEMAN COMPANY, INC., a Delaware corporation

By: \_\_\_\_\_\_ Name: John Doerr

Name: DAVIM THECA

Title: President and CEO

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# EXHIBIT A

# **HODGMAN** Intellectual Property

	co	Registration No.	Status
Registered			
Trademarks			
BRIGHTON (Stylized Form) - Cl. 25	US	1,358,124	Registered
CASTER - CI. 25	US	2,996,287	Registered
DURA-STRETCH - Cl. 25	US	2,398,229	Registered
FLY TECH - Cl. 25	US	1,894,491	Registered
GUIDELITE – Cl. 25	US	2,753,451	Registered
HODGMAN - Cl. 18, 25	CA	680,924	Registered
HODGMAN – Cl. 25	EU	551168	Registered
HODGMAN – Cl. 25	JP	4078239	Registered
HODGMAN CL 25	KR	614183	Registered
HODGMAN - Cl. 25	US	1,540,600	Registered
HODGMAN and Design Cl. 25	CN	1089415	Registered
Hodgman Tree Sun Logo - Cl. 25, 28	US	2,416,964	Registered
LAKESTREAM - Cl. 25	US	3,663,738	Registered
ROD & REEL Cl. 25	US	193,078	Registered
THERMOBOOT - Ct. 25	US	2,069,958	Registered
WADELITE - Cl. 25	US	2,629,958	Registered
WADELITE - Cl. 25	US	2,012,760	Registered
WADETECH - Cl. 25	US	2,761,098	Registered
WADEWELL - Cl. 25	US	508,032	Registered
www.hodgman.ca			Registered
www.hodgman.com		***************************************	Registered
Common Law			
Marks			
BEAR CREEK			
BIG CYPRESS	<del></del>		
CACHE RIVER		***	
CEDAR RUN			
GAME WADE		·	
HICKORY SWALE		na managan na na Antonio ang kanagan na managan na managan na managan na managan na managan na managan na na m	***************************************
MACKENZIE			*************
PIPESTONE	•		
POND HOLLOW			
OUIVERA	****		****
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REDSTONE FANDAL CREEK	_	-	
SAWBILL CREEK			
Patents	co	Patent No.	Status
Fly Fishing Vest	US	5,852,828	Issued
Flexible Knee Wader	US	5,901,374	Issued
Breathable Waders with Interchangeable	US	6,317,893	Issued
Insulated Liners		Vi i vi vi i	
Fishing and Hunting Wader	US	6,772,440	lssued
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Wader	US	D461,624	Issued
Wader	US	D578,734	Issued
Patent Applications	CO	Serial No.	Status
EVA Boot	US	12/705,758	Published
EVA Boot	CA	70462	Published
EVA Boot	PCT	PCT/US10/024226	Published
EVA Boot	AU	2010216187	Pending
EVA Boot	NZ	593603	Pending
Insulated Breathable Wader	PCT	PCT/US11/43637	Pending
Lapsed Trademarks	со	Registration No.	Status
DÛRA-MAG ~ CL 25	US	2,897,922	Lapsed
FIELD-PAC - Cl. 25	US	2,955,453	Lapsed
FLEX-LITE Cl. 25	US	2,775,923	Lapsed
GLADES GEAR Cl. 25	US	1,608,327	Lapsed
LAKESTREAM - Cl. 18	US	78/892,699	Abandoned
LAKESTREAM and Design - Cl, 25	US	1,395,819	Lapsed
MUCKBUSTER - Cl. 25	US	2,767,728	Lapsed
NEO-TREK Cl. 25	US	3,060,680	Lapsed
STRETCHLITE - Cl. 25	US	2,613,017	Lapsed
THERMOBOOT - Cl. 25	US	594,272	Lapsed
THERMOBOOT and Design - Cl. 25	US	690,980	Lapsed
TROUT CREEK - Cl. 25	US	75/271,122	Abandoned
WADEWEAR – Cl. 25	US	2,402,315	Lapsed
Expired Patents & Applications	СО	Serial No.	Status
Packable Breathable Wader	US	60/867,596	Expired
EVA Boot	US	61/153,199	Expired
Insulated Breathable Wader	US	61/365,436	Expired

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**RECORDED: 10/22/2012** 

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