

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ameristep Corporation		11/28/2012	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	Evolved Ingenuity, L.L.C.
<b>Street Address:</b>	602 Fountain Parkway
<b>City:</b>	Grand Prairie
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75050
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	3253058	CAT TANGLE
Registration Number:	3655638	CARBONATOR
Registration Number:	3640893	TOMTAKER
Registration Number:	3136265	SUPER CAM
Registration Number:	3254052	LADDER AND A HALF
Registration Number:	2836103	EDGE RELEAF
Registration Number:	2677552	JAKEHOUSE
Registration Number:	2677551	FIELDHOUSE
Registration Number:	2674742	PENTHOUSE
Registration Number:	2671933	AMERISTEP
Registration Number:	2668905	DOGHOUSE
Registration Number:	2668872	OUTHOUSE
Registration Number:	2635255	FROM THE GROUND UP
Registration Number:	2840495	SNOW TANGLE

OP \$390.00 3253058

Registration Number:

2871934

TANGLE

**CORRESPONDENCE DATA**

Fax Number:

8173362181

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone:

817-336-2400

Email:

jmorgan@deckerjones.com

Correspondent Name:

Geoffrey A. Mantooth

Address Line 1:

Decker, Jones, McMackin, McClane, Hall

Address Line 2:

801 Cherry Street, Suite 2000, Unit #46

Address Line 4:

Fort Worth, TEXAS 76102

ATTORNEY DOCKET NUMBER:

8988.37007

NAME OF SUBMITTER:

Geoffrey A. Mantooth

Signature:

/Geoffrey A. Mantooth/

Date:

01/07/2013

Total Attachments: 6

source=898837007assignment#page1.tif

source=898837007assignment#page2.tif

source=898837007assignment#page3.tif

source=898837007assignment#page4.tif

source=898837007assignment#page5.tif

source=898837007assignment#page6.tif

## IP ASSIGNMENT

This IP Assignment ("**Assignment**") is entered into as of November 28, 2012 ("**Effective Date**"), by and between AMERISTEP CORPORATION, a Michigan corporation ("**Assignor**"), represented by its undersigned duly authorized representative and EVOLVED INGENUITY, L.L.C., a Texas limited liability company ("**Assignee**"), represented by its undersigned duly authorized representative.

WHEREAS, Assignor has adopted, used, and is using and is the owner of the trademarks and other intellectual property set forth on Schedule A attached hereto and made a part hereof (collectively the "**Trademarks**") now registered in the United States Patent and Trademark Office ("**USPTO**");

WHEREAS, Assignor has filed applications with the USPTO seeking registration of certain trademarks and design drawings set forth on Schedule B attached hereto and made a part hereof ("**Trademark Applications**");

WHEREAS, Assignor and Assignee are parties to that certain Definitive Purchase Agreement dated of even date herewith (the "**DPA**")

WHEREAS, pursuant to the terms of the DPA, Assignee shall purchase the Assets of Assignor, including, but not limited to, the Trademarks and Trademark Applications.

NOW, THEREFORE, in consideration of the mutual agreements and terms and conditions stated herein, the parties hereby agree as follows:

1. In consideration of the purchase price set forth in the DPA to be paid in accordance therewith, and other good and valuable consideration, Assignor hereby assigns, sets over, delivers, transfers and conveys valid and merchantable title and all of Assignor's right, title, and interest in the United States and worldwide in and to the Trademarks and the Trademark Applications, together with the goodwill of Assignor's business symbolized by said Trademarks and Trademark Applications.

2. Assignor hereby requests and directs the Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office issue the Certificates of Registration relating to the Trademarks to Assignee and transfer all right, title and interest in the Trademark Applications to Assignee, Evolved Ingenuity, L.L.C. Assignor and Assignee hereby agree that Assignee will file this Assignment with the United States Patent and Trademark Office to effectuate the assignments granted herein.

3. Assignor hereby represents and warrants that the DPA, the Trademarks and the Trademark Applications are in full force and effect and have not been modified, amended or changed in any manner whatsoever.

4. This Assignment shall inure to the benefit of Assignor and Assignee and their respective heirs, legatees or assigns. This Assignment shall be governed by the laws of the state of Michigan, without regard to conflicts of laws. To the extent either party institutes litigation to

enforce its rights under this Assignment, the non-prevailing party shall be obligated to reimburse the prevailing party for all costs and expenses (including reasonable attorneys' fees) incurred by the prevailing party in connection therewith.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this IP Assignment as of the Effective Date first above written.

ASSIGNOR:

AMERISTEP CORPORATION

BY: Brett L. Weber  
Name: Brett L. Weber  
Duly Authorized Officer

On this 8<sup>th</sup> day of November, 2012, in Genesee County, Michigan, Brett L. Weber personally appeared and acknowledge that he executed the foregoing Assignment on behalf of Assignor and pursuant to authority duly received.


Julie K. Kniebbe  
Notary Public  
Printed Name: \_\_\_\_\_  
Notary Number: \_\_\_\_\_

JULIE K. KNIEBBE  
Notary Public, State of Michigan  
County of Saginaw  
My Commission Expires Jun. 19, 2013  
Acting in the County of Genesee

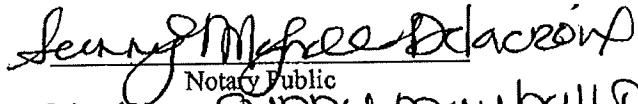
IN WITNESS WHEREOF, the Parties hereto have executed and delivered this IP Assignment as of the Effective Date first above written.

**ASSIGNEE:**

EVOLVED INGENUITY, L.L.C.

BY:   
Name: RYAN BUSBICE  
Duly Authorized Officer

On this 16 day of November, 2012, in Baton Rouge, Louisiana, Ryan Busbice, personally appeared and acknowledge the he executed the foregoing Assignment on behalf of Assignee and pursuant to authority duly received.

  
Notary Public  
Printed Name: Sunny Mayhall Delacroix  
Notary Number: 33968

SCHEDULE A

TRADEMARKS

<i>Trademark</i>	<i>Serial No.</i>	<i>Registration No.</i>	<i>Registration Date</i>
CAT TANGLE	78732687	3253058	June 19, 2007
CARBONATOR	77459696	3655638	July 14, 2009
TOMTAKER	77459379	3640893	June 16, 2009
SUPER CAM	76591688	3136265	August 29, 2006
LADDER AND A HALF	76622794	3254052	June 19, 2007
EDGE RELEAF	76484773	2836103	April 27, 2004
JAKEHOUSE	76381898	2677552	January 21, 2003
FIELDHOUSE	76381897	2677551	January 21, 2003
PENTHOUSE	76379247	2674742	January 14, 2003
AMERISTEP	76379143	2671933	January 7, 2003
DOGHOUSE	76377985	2668905	December 31, 2002
OUTHOUSE	76375571	2668872	December 31, 2002
FROM THE GROUND UP	76374745	2635255	October 15, 2002
SNOW TANGLE	75751947	2840495	May 11, 2004
TANGLE	75751946	2871934	August 10, 2004

SCHEDULE B

TRADEMARK APPLICATIONS

<i>Trademark</i>	<i>Serial No.</i>	<i>Application Date</i>
BLIND SIDE	85532979	February 3, 2012
BLIND EYE	85532966	February 3, 2012
[Design Drawing]	85547049	February 20, 2012