

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
Manitou Free Traders, LLC		04/25/2013	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	John Driscoll		
Street Address:	30 Seventh Street East, Suite 2000		
Internal Address:	c/o Fiduciary Counseling, Inc.		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55101-4930		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85906498	MTT	
Serial Number:	85906529	MTT	
CORRESPONDENCE DATA			
Fax Number:	6126428385		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-672-8385		
Email:	debra.dix@maslon.com		
Correspondent Name:	Eran Kahana		
Address Line 1:	90 South 7th Street		
Address Line 2:	Suite 3300		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	2013-0886		
NAME OF SUBMITTER:	John Driscoll		

OP \$65.00 85906498

Signature:	/John Driscoll/
Date:	05/06/2013
Total Attachments: 3 source=20130886[2013-05-06 14-10-01]#page1.tif source=20130886[2013-05-06 14-10-01]#page2.tif source=20130886[2013-05-06 14-10-01]#page3.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the “**Assignment**”) is made and entered into this 25th day of April, 2013, by and between Manitou Free Traders, LLC, a Minnesota Limited Liability Company, with a business address of c/o Fiduciary Counseling, Inc., 30 Seventh Street, East, Suite 2000, St. Paul, MN 55101-4930, (“**Assignor**”), and John Driscoll, an individual, with a business address of c/o Fiduciary Counseling, Inc., 30 Seventh Street, East, Suite 2000, St. Paul, MN 55101-4930 (“**Assignee**”). Assignor and Assignee may be referred to in this Assignment individually as “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, Assignor is the owner of certain Trademarks as described on Schedule 1 attached hereto (the “**Trademarks**”); and

WHEREAS, Assignor desires to assign its entire right, title and interest in and to the Trademarks including the goodwill symbolized by such Trademarks and all rights to recover for past, present and future infringements and all rights corresponding thereto throughout the world, and Assignee desires to acquire such entire right, title and interest in and to the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ASSIGNMENT AND AGREEMENT

1. Assignment. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, Assignor’s entire right, title and interest in and to the Trademarks including the goodwill symbolized by such Trademarks and all rights to recover for past, present and future infringements and all rights corresponding thereto throughout the world; the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made, for the United States and all foreign countries.

2. Protection and Enforcement. Assignor irrevocably designates and appoints Assignee as its agent and attorney-in-fact, to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of intellectual property rights associated with the Trademarks with the same legal force and effect as if executed by Assignor. Assignor further agrees to do all acts reasonably necessary to promptly assist Assignee in obtaining, transferring and/or assigning the Trademarks, including without limitation, executing such documents as Assignee may reasonably request.

3. Miscellaneous. This Assignment shall be binding upon the Parties hereto and their successors. This Assignment will be governed by and construed under the laws of the State of Delaware, United States, without regard to conflicts-of-law principles that would require the application of any other law. The provisions of this Assignment are severable. If any provision of this Assignment is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. The Parties agree that the Recitals contained herein are specifically incorporated into the

Assignment by this reference. The undersigned further agree to cause any and all entities or otherwise, which are directly or indirectly controlled or influenced by the undersigned, to transfer the Trademarks.

IN WITNESS WHEREOF, the undersigned has signed this assignment as of the 25 day of April, 2013.

ASSIGNOR:

MANITOU FREE TRADERS, LLC

By: John Driscoll
John Driscoll, Owner

ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE:

By: John Driscoll
John Driscoll

961262

SCHEDULE 1

Description of Trademarks

Registration/Serial Number

Design in class 28

85-906498

Design in class 41

85-906529