900254509 05/07/2013

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
Stephen J Kokai		04/29/2013	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Do Outdoors, Inc.	
Doing Business As:	Lew's and Sportsmans Factory Outlet	
Street Address:	2253 E. Bennett	
City:	Springfield	
State/Country:	MISSOURI	
Postal Code:	65804	
Entity Type:	CORPORATION: MISSOURI	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4164673	AMERICAN HERO

CORRESPONDENCE DATA

Fax Number: 8037487717

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

Mail.

Phone: 8034540657

Email: nnaumann@chllc.net
Correspondent Name: Noelle Naumann
Address Line 1: 1601 Shop Rd.
Address Line 2: Suite A

Address Line 4: Columbia, SOUTH CAROLINA 29201

NAME OF SUBMITTER:	Noelle Naumann
Signature:	/Noelle Naumann/
Date:	05/07/2013

Total Attachments: 2

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TRADEMARK REEL: 005021 FRAME: 0961 OP \$40.00 4164673

Assignment Agreement

This Assignment Agreement is signed as of the 29 day of Agreement"), 2013 (the "Agreement"), between Stephen J. Kokai ("Kokai") and Do Outdoors, Inc., a Missouri corporation d/b/a Lew's and d/b/a Sportsmans Factory Outlet (collectively "DOI"). The parties, intending to be legally bound, do hereby agree as follows:

- 1. Trademark Ownership. Kokai is the owner of the US PTO Registered Trademark "American Hero," which was registered June 26, 2012 at Reg. No. 4,164,673 to Kokai for Int. Cl. 28 for fishing reels; fishing rods; fishing tackle (US CLS. 22, 23, 28, and 50) and all rights associated therewith, including without limitation any designs, proprietary rights, technical or other non-public information, and other related creative materials (like art work, color separations, promotional material, or other printed or written materials) (the "Intellectual Property"). To Kokai's knowledge, such ownership is free and clear of all mortgages, claims, liens, charges, leases, subleases, encumbrances, security interests, restrictions on use or transfer, or other defects of any nature, whether or not recorded.
- 2. Assignment. For and in consideration of the sum of Five Thousand Dollars and No/100, lawful money of the United States, and other good and valuable consideration to Kokai in hand paid at the sealing and delivery of these presents by DOI, the receipt and sufficiency whereof are hereby acknowledged by both parties, Kokai hereby assigns and transfers to DOI all of Kokai's right, title, and interest in and to the Intellectual Property. Kokai authorizes DOI to electronically file this Agreement with the cover sheet required by the US PTO.
- 3. Infringement. As of the date hereof, neither DOI nor Kokai has notice that the use of the Intellectual Property is infringing, or allegedly infringing, on the rights of a third party or that a third party is infringing, or allegedly infringing, on the rights of Kokai with respect to any Intellectual Property. Following the assignment set forth herein, if Kokai receives notice or otherwise becomes aware that the use of the Intellectual Property is infringing, or allegedly infringing, on the rights of a third party or that a third party is infringing, or allegedly infringing, on the rights of DOI with respect to any Intellectual Property, then Kokai shall promptly notify DOI. Kokai shall render to DOI all reasonable assistance that may be required by DOI in the enforcement or defense of DOI's permitted use of the Intellectual Property.
- Miscellaneous. This Agreement is to be governed by the laws of Missouri. The parties consent to exclusive jurisdiction and venue, subject to proper service of process, in Missouri. In the event of the invalidity of any term of this Agreement, all terms shall be considered severable and the balance of this Agreement shall remain in effect. No amendment or waiver respecting this Agreement shall be effective unless contained in a writing signed by the party against whom such amendment or waiver is sought to be enforced. This Agreement constitutes the entire agreement of the parties respecting the subject matter hereof. To the fullest extent permitted by law and regardless of whether raised by a party hereto or a third party, each party agrees to indemnify and hold harmless the other party from any and all claims, losses, damages, costs (including reasonable attorney's fees) arising out of or resulting from the indemnifying party's breach of this Agreement. The parties shall be entitled to enforce rights under this Agreement at law or in equity (including specific performance and injunctive relief). This Agreement is not assignable by Kokai without DOI's prior written consent. Kokai has been advised that counsel preparing this Agreement does not represent Kokai and that Kokai is entitled to seek legal counsel of his own choosing regarding this Agreement. This Agreement is binding upon the parties hereto and their respective successors, heirs, estates, personal representatives, administrators, and assigns, and inures to the benefit of the parties hereto and their respective successors, heirs, estates, personal representatives, administrators, and permitted assigns. Any notice, request, approval, consent, demand or other communication shall be effective upon the first to occur of the following: (i) upon receipt by the party to whom such communication is being given; or (ii) three

business days after being duly deposited in the United States mail, registered or certified, return receipt requested, and addressed as set forth beneath the party's signature hereto. The parties hereto may change their respective addresses by notice in writing given to the other party to this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties has Agreement to be effective as of the date first above	ve duly executed and delivered this Assignment ve-written.
Stephen J. Kokai	Print Witness Name: Lyon Tho mpkins Print Witness Name: Miriam Rivera
STATE OF <u>Penusylvania</u>) COUNTY OF <u>Monroe</u>)	ACKNOWLEDGMENT
I, Lunc Croke, a notary purhereby certify that Stephen J. Kokai personally at the due execution of the foregoing instrument. Wis required by law) official seal, this 20 day of day of the due execution of the foregoing instrument. Wis required by law) official seal, this 20 day of the due of the foregoing instrument. Wis required by law) official seal, this 20 day of the due of the foregoing instrument. Wis required by law) official seal, this 20 day of the due of the foregoing instrument. Wis required by law) official seal, this 20 day of the due of the foregoing instrument. Wis required by law) official seal, this 20 day of the due of the foregoing instrument. Wis required by law) official seal, this 20 day of the due of the foregoing instrument.	ppeared before me this day and acknowledged itness my hand and seal (where an official seal
By: Chief Executive Officer	Print Witness Name: Mary Siphon Print Witness Name: XX 10114 0c 0111501
STATE OF	ACKNOWLEDGMENT .
hereby certify that Do Outdoors, Inc., by Darius personally appeared before me this day and ackn instrument. Witness my hand and seal (where an Notory Public, Notory Seal State of Missouri Greene County	owledged the due execution of the foregoing
Commission # 10002258 Ay Commission Expires January 30, 2015	Signature of Notary Public My Commission Expires: //30/20/5

2