

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
Acme Tackle Company		09/27/2013	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Uncle Josh Bait Company		
Street Address:	525 Jefferson Street		
City:	Fort Atkinson		
State/Country:	WISCONSIN		
Postal Code:	53538		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3215557	SUPER SMELT	
Registration Number:	3909306	KASTMASTER XL	
Registration Number:	2703134	TROPHY SPOON	
Registration Number:	2539711	ACME	
Registration Number:	2464804	WONDER LURES	
Registration Number:	1947290	NEED-L-EEL	
Registration Number:	1922970	THUNDERBOLT	
Registration Number:	1748655	FIORD SPOON	
Registration Number:	1491284	KAMLOOPER	
Registration Number:	1365753	KEEPER KIT	
Registration Number:	1212588	KASTMASTER	
Registration Number:	1040968	FLASH-KING WOBBLER	
Registration Number:	1040967	K. O. WOBBLER	
Registration Number:	0754532	WOB-L-RITE	

TRADEMARK

Registration Number:	0729695	SIDE WINDER
Registration Number:	0730351	LITTLE CLEO

CORRESPONDENCE DATA

Fax Number: 4142735198
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 414-273-3500
Email: bgilpin@gklaw.com
Correspondent Name: Brian G. Gilpin
Address Line 1: 780 North Water Street
Address Line 2: Godfrey & Kahn, S.C.
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	058187-0025
NAME OF SUBMITTER:	Brian G. Gilpin
Signature:	/bgg/
Date:	09/30/2013

Total Attachments: 8
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is entered into this 27 day of September, 2013, by and between **ACME TACKLE COMPANY**, a Rhode Island corporation (the "Seller"), and **UNCLE JOSH BAIT COMPANY**, a Wisconsin corporation (the "Buyer"). Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WITNESSTH:

WHEREAS, the Buyer, the Seller and the Stockholders are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, the Seller has agreed to sell and transfer to the Buyer, and the Buyer has agreed to purchase and receive from the Seller, all of the Seller's right, title and interest in and to all of the Assets, including, without limitation, the Seller's right, title and interest in and to the Intellectual Property owned or used by the Seller in the operation of the Subject Business;

WHEREAS, the Intellectual Property includes, but not is not limited to, the trademarks listed on Exhibit A, attached hereto, and the domain names listed on Exhibit B, attached hereto; and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the Buyer's obligations under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer hereby agree as follows:

1. The Seller hereby assigns to the Buyer, and the Buyer hereby accepts such assignment of, the Seller's entire right, title and interest in and to all of the Intellectual Property together with all common law rights therein, including the right to sue, obtain relief and recover damages for past, present and future infringement, together with the goodwill of the business and the trademarks listed on Exhibit A, attached hereto.

2. Where appropriate, the Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, and an official of any country or countries foreign to the United States, whose duty it is to register patents, trademarks or copyrights, to record the Buyer as the assignee and owner of the Intellectual Property.

3. This Assignment is subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants and agreements contained therein. Nothing contained in this Assignment shall be deemed to supersede or change any of the provisions set forth in the Purchase Agreement. In the event of any conflict between this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

4. No amendment or modification of this Assignment shall be valid unless in writing and signed by an authorized signatory of each of the Seller and the Buyer.

5. This Assignment shall be binding upon the parties hereto and their respective successors and permitted assigns.

6. This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction.

7. This Assignment may be executed in one or more counterparts and by facsimile or portable document format (pdf), all of which shall be considered but one and the same instrument, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

SELLER:

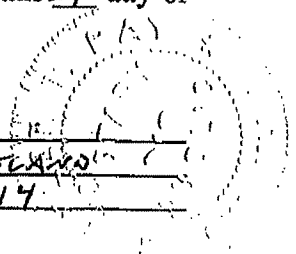
ACME TACKLE COMPANY

By: *Arthur A. Lavalley*
Name: ARTHUR A. LAVALLEY
Its: PRESIDENT

ACKNOWLEDGEMENT

Subscribed and sworn to before me this 27th day of September, 2013.

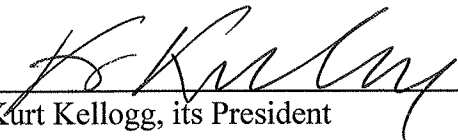
Ty T. B.
Notary Public, State of RHODE ISLAND
My commission expires: 2-24-14



[Signature Page and Notary of Seller for Intellectual Property Assignment.]

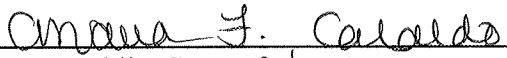
BUYER:

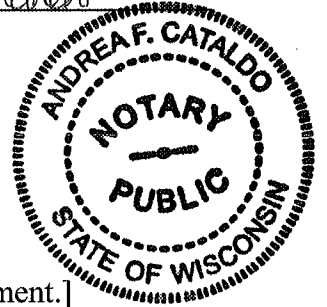
UNCLE JOSH BAIT COMPANY

By: 
Kurt Kellogg, its President

ACKNOWLEDGEMENT

Subscribed and sworn to before me this 27th day of
September, 2013.





Notary Public, State of Wisconsin
My commission expires: is permanent





[Signature Page and Notary of Buyer for Intellectual Property Assignment.]

Exhibit A

Trademarks

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
SIDE WINDER	CA	TMA347,687	11/10/1988	Registered	Acme Tackle Company
LITTLE CLEO	CA	TMA347,686	11/10/1988	Registered	Acme Tackle Company
KASTMASTER	CA	TMA349,341	12/16/1988	Registered	Acme Tackle Company
KAMLOOPER	CA	TMA351,897	02/24/1989	Registered	Acme Tackle Company
	CA	TMA349,237	12/16/1988	Registered	Acme Tackle Company
	CA	TMA349,340	12/16/1988	Registered	Acme Tackle Company
SUPER SMELT	US	3,215,557	03/06/2007	Registered	Acme Tackle Company
KASTMASTER XL	US	3,909,306	01/18/2011	Registered	Acme Tackle Company
TROPHY SPOON	US	2,703,134	04/01/2003	Registered	Acme Tackle Company
ACME	US	2,539,711	02/19/2002	Registered	Acme Tackle Company
	US	2,464,804	07/03/2001	Registered	Acme Tackle Company
NEED-L-EEL	US	1,947,290	01/09/1996	Registered	Acme Tackle Company

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
THUNDERBOLT	US	1,922,970	09/26/1995	Registered	Acme Tackle Company
FIORD SPOON	US	1,748,655	01/26/1993	Registered	Acme Tackle Company
KAMLOOPER	US	1,491,284	06/07/1988	Registered	Acme Tackle Company
KEEPER KIT	US	1,365,753	10/15/1985	Registered	Acme Tackle Company
KASTMASTER	US	1,212,588	10/12/1982	Registered	Acme Tackle Company
	US	1,040,968	06/08/1976	Registered	Acme Tackle Company
	US	1,040,967	06/08/1976	Registered	Acme Tackle Company
WOB-L-RITE	US	754,532	08/13/1963	Registered	Acme Tackle Company
SIDE WINDER	US	729,695	04/10/1962	Registered	Acme Tackle Company
LITTLE CLEO	US	730,351	04/24/1962	Registered	Acme Tackle Company
ACME	Madrid Protocol International Registration	941242	10/03/2007	Registered	Acme Tackle Company
ACME	Finland (via Madrid)	941242	10/03/2007	Registered	Acme Tackle Company
ACME	Germany (via Madrid)	941242	10/03/2007	Registered	Acme Tackle Company
ACME	Turkey (via Madrid)	941242	10/03/2007	Registered	Acme Tackle Company
ACME	Ukraine (via Madrid)	941242	10/03/2007	Registered	Acme Tackle Company

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
ACME	Russia	213787	06/04/2002	Registered	Acme Tackle Company
KASTMASTER	Madrid Protocol International Registration	941240	10/03/2007	Registered	Acme Tackle Company
KASTMASTER	Belarus (via Madrid)	941240	10/03/2007	Registered	Acme Tackle Company
KASTMASTER	Finland (via Madrid)	941240	10/03/2007	Registered	Acme Tackle Company
KASTMASTER	Germany (via Madrid)	941240	10/03/2007	Registered	Acme Tackle Company
KASTMASTER	Turkey (via Madrid)	941240	10/03/2007	Registered	Acme Tackle Company
KASTMASTER	Ukraine (via Madrid)	941240	10/03/2007	Registered	Acme Tackle Company
KASTMASTER	Russia	209710	03/18/2002	Registered	Acme Tackle Company
KASTMASTER	Latvia	M 51 900	08/20/2003	Registered	Acme Tackle Company
KASTMASTER	Latvia	M 47 982	06/20/2001	Registered	Acme Tackle Company

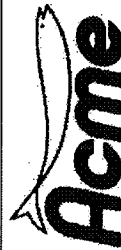


Exhibit B

Domain Names

1. www.acmetackle.com

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