

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
Bog Gear L.L.C.		01/15/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Battenfeld Technologies, Inc.		
Street Address:	5885 W. Van Horn Tavern Road		
City:	Columbia		
State/Country:	MISSOURI		
Postal Code:	65203		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4244277	BOGGEAR	
Registration Number:	4248321	BOGGEAR	
Registration Number:	4244276	BOGGEAR	
Registration Number:	3878519		
Registration Number:	3404288	BOG-POD	
Registration Number:	3566887	SWITCHEROO	
CORRESPONDENCE DATA			
Fax Number:	3142314342		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-345-7009		
Email:	woneill@senniger.com		
Correspondent Name:	William D. O'Neill		
Address Line 1:	100 N. Broadway		
Address Line 2:	17th Floor		

OP \$165.00 4244277

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:

BATT 332

NAME OF SUBMITTER:

William D. O'Neill

Signature:

/wdo/

Date:

01/23/2014

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into by and between BOG GEAR L.L.C., a Texas limited liability company (d/b/a BOGgear) ("Assignor"), and Battenfeld Technologies, Inc., a Missouri corporation ("Assignee").

RECITALS:

WHEREAS Assignor and/or its related parties as defined in 15 U.S.C. §1127 has adopted and used, in the U.S. and elsewhere, as the case may be, the names, marks, and trade names set forth in Schedule I (the "Marks") and wishes to assign all of Assignor's right, title and interest, including the goodwill for each, in and to those Marks; and

WHEREAS, pursuant to the terms of that certain Asset Purchase and Sale Agreement dated as of January 15, 2014 (the "Purchase Agreement") by and among Assignee, Assignor, Real Hicks Properties, LLC, a Texas limited liability company ("Real Hicks"), and the members of Assignor and Real Hicks as set forth on Schedule I thereto, Assignor has agreed to transfer to the Assignee any and all rights that it may own in the Marks;

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

1. **Trademark Assignment.** Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and any and all registrations, application, renewals or extensions therefor.

2. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its reasonable discretion) but for the benefit of Assignee (a) to endorse and/or file or record, all assignments, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use the Marks, (b) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Marks as provided herein, (c) to defend or compromise any and all actions, suits or proceedings in respect of the Marks and to do all things in relation thereto as Assignee shall deem advisable, and (d) to take all reasonable action which Assignee may deem proper in order to provide for Assignee the benefits of the Marks. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest and penalties in respect thereof. The foregoing shall not limit any other rights and remedies of the Assignee, and shall survive the execution and delivery of this Agreement. Assignor hereby ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement.

3. **Entire Agreement.** This Agreement and the Purchase Agreement contain the entire understanding of the parties in respect of their subject matter and supersedes all prior

agreements and understandings (oral or written) between or among the parties with respect to such subject matter.

4. **Amendment; Waiver.** This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

5. **Binding Effect.** The rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any person other than the parties to this Agreement and their permitted assigns any legal or equitable rights hereunder.

6. **Counterparts.** This Agreement may be executed in any number of counterparts (including by facsimile), each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES.

8. **Waiver of Jury Trial.** **THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO ANY TRANSACTION DOCUMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO.**

9. **Legal Action.** Each party expressly and irrevocably (a) consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement, or any other document delivered in connection herewith, shall be brought in any applicable state court located in Gillespie County, Texas, or if appropriate for federal court, the United States District Court, Western District of Texas-San Antonio Division, (b) consents and submits to the personal jurisdiction of any of such courts in any such action or proceeding, (c) waives any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or *forum non conveniens* or any similar basis and (d) agrees that service of process or of any other papers upon such party by registered mail at the address to which notices are required to be sent to such party under Section 10.2 of the Purchase Agreement shall be deemed good, proper and effective service upon such party.

10. **Further Assurances**. Assignor, for itself and its successors and assigns, hereby agrees with Assignee, its successors and assigns, that Assignor will do, execute and deliver or will cause to be done, executed and delivered all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, and will take all such further reasonable action, in order to confirm the transfer of the Marks to Assignee, its successors and assigns, all as Assignee, its successors or assigns, shall reasonably request.

11. **Definitions**. Except as otherwise explicitly provided herein, all capitalized terms shall have the meanings set forth in the Asset Purchase Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, this Trademark Assignment is effective this 15 day of January, 2014.

BOG GEAR, L.L.C.

By: _____

Name: Kim Hicks
Title: Manager

STATE OF ~~TEXAS~~ Nevada)
COUNTY OF Clark } ss:

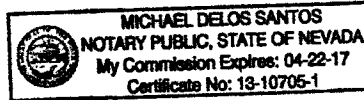
The foregoing instrument was acknowledged before me this 14th day of January, 2014 by Kim Hicks, Manager of BOG GEAR, L.L.C., a Texas limited liability company, on behalf of the company. She is personally known to me or has produced her driver's license as identification.

My Commission Expires:

4-22-17

NOTARY PUBLIC

Michael Delos Santos
Print name:



[NOTARIAL SEAL]

ACKNOWLEDGED AND AGREED TO:

BATTENFELD TECHNOLOGIES, INC.

By: _____
Matthew Blevins, Vice President and Assistant Secretary

NY1247489

IN WITNESS WHEREOF, this Trademark Assignment is effective this 15 day of January, 2014.

BOG GEAR, L.L.C.

By: _____
Name: Kim Hicks
Title: Manager

STATE OF TEXAS)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of January, 2014 by Kim Hicks, Manager of BOG GEAR, L.L.C., a Texas limited liability company, on behalf of the company. She is personally known to me or has produced her driver’s license as identification.

My Commission Expires: _____
NOTARY PUBLIC
Print name:

[NOTARIAL SEAL]

ACKNOWLEDGED AND AGREED TO:

BATTENFELD TECHNOLOGIES, INC.

By: Matthew Blevins
Matthew Blevins, Vice President and Assistant Secretary

SCHEDULE 1

THE MARKS

Registered Marks

	<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
1	BOGGEAR	85280040	4244277
2	BOGGEAR	85280034	4248321
3	BOGGEAR	85280025	4244276
4	"Red Band"	77738468	3878519
5	BOG-POD	77079949	3404288
6	SWITCHEROO	77455800	3566887

Common Law Use

Red Legged Devil
Camo Legged Devil
Tactical Devil
BOG-POD BOS Series
Super Steady Combo
Super Steady Saddlebag
adapt2
adapt-a-pod
WIDE BODY
MINI-U
TIPI
Q-STIK
XSR
PSR
USR
A Steady Shot is a Better Shot
Land of the Red Band!
Fan of the Red Band
Success starts with steady!
Bold, Original, Gotta-Have Gear!