

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321585

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Muddy Companies, Inc.		09/02/2014	CORPORATION: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Outdoor Technology Group, LLC		
<b>Street Address:</b>	1820 North Redding Avenue		
<b>City:</b>	Windom		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56101		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4367058	XECUTE	
<b>Registration Number:</b>	3653216	XECUTE SCENT CONTROL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	Trademark.Mpl@stinsonleonard.com		
<b>Correspondent Name:</b>	Carolyn M. Sandberg		
<b>Address Line 1:</b>	150 South Fifth Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-4238		
<b>ATTORNEY DOCKET NUMBER:</b>	2064134		
<b>NAME OF SUBMITTER:</b>	Carolyn M. Sandberg		
<b>SIGNATURE:</b>	/Carolyn Sandberg/		
<b>DATE SIGNED:</b>	10/29/2014		
<b>Total Attachments: 5</b>			
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<b>TRADEMARK</b>			

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of September 2, 2014 ("Effective Date") by and between Muddy Companies, Inc., an Iowa corporation, located at 6604 21st Street, Albia IA 52531 ("Assignor"), and Outdoor Technology Group, LLC, a Minnesota limited liability company, located at 1820 N. Redding Avenue, Windom MN 56101 ("Assignee").

Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademark registrations and patents set forth on Exhibit A attached hereto (the "Trademarks and Patents");

Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 2, 2014 (the "Purchase Agreement"); and

In connection with the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Trademarks together with the goodwill associated with the trademarks and that portion of the business related thereto and Patents. Capitalized terms not defined herein have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Intellectual Property Assignment Subject to the terms of the Purchase Agreement (and the disclosures made therein), Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, free and clear of any and all encumbrances, the entire right, title, and interest in, to, and under the Trademarks and the goodwill of the business associated therewith, and Patents, including applications for patents and all related reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations in part, for the United States including, without limitation, all common law rights associated therewith, any renewals and extensions of such rights, and all corresponding rights that are or may be secured under the laws of the United States, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products, and proceeds in connection with any of the foregoing and all rights to sue for past, present, or future infringement, misappropriation, unfair competition, dilution, or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

2. Record of Assignment; Communication for USPTO. Assignor hereby authorizes the United States Commissioner of Trademarks to record and register this Assignment upon request by Assignee. Assignor agrees that all correspondence with the United States Patent and Trademark Office (the "USPTO") regarding the Trademarks or Patents shall be by Assignee and its designated attorneys. To the extent Assignor receives correspondence or other communications from the USPTO regarding the Trademarks or Patents, Assignor agrees to immediately provide those communications to Assignee and inform the USPTO that Assignee and its designated attorneys are the proper recipients of all such communications.

3. Governing Law; Jurisdiction. This Assignment will be governed and construed as to its validity, interpretation, and effect by the laws of the state of Minnesota notwithstanding the choice of law rules of the state of Minnesota or any other jurisdiction. Each party hereby consents to the exclusive jurisdiction of the state and federal courts located in the state of Minnesota and irrevocably agrees that all actions or proceedings relating to this Assignment will be litigated in such courts and each party waives any objection that it may have based on lack of personal jurisdiction, improper venue, or *forum non conveniens* to the conduct of any proceeding in any such court and waives personal service of any and all process upon them.

4. Further Assurances. At the reasonable request of Assignee from time to time, Assignor will execute and deliver such instruments and take such actions as to most efficiently and effectively consummate the transactions contemplated by this Assignment.

5. Miscellaneous. Nothing contained in this Assignment will be deemed to supersede, enlarge upon, or modify any of the obligations, agreements, covenants, or warranties of the parties to the Purchase Agreement contained in the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided in the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will govern, supersede and prevail. This Assignment may be executed by electronic or facsimile signature and in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Assignment may not be amended except by written instrument executed by the duly authorized officers of the parties hereto.

6. Representations and Warranties. Assignor represents and warrants that it: a) has the right and authority to enter into this Agreement, to grant the rights and releases herein, to bind the Assignor to each and every obligation hereof and to fully comply with the terms and conditions of this Agreement; b) has taken all steps required to enter into this Agreement; c) is entering into this Agreement without violating the terms of any other agreement or arrangement; d) has the power and authority to perform all transactions, duties and obligations set forth herein; and e) the person signing on behalf of such Assignor has the power to bind the Assignor.

to enter into this Agreement; c) is entering into this Agreement without violating the terms of any other agreement or arrangement; d) has the power and authority to perform all transactions, duties and obligations set forth herein; and e) the person signing on behalf of such Assignor has the power to bind the Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first above written.

ASSIGNOR: Muddy Companies, Inc	ASSIGNEE:
Signature: <u>[Signature]</u>	Signature: _____
Name: <u>Larry Kendall</u>	Name: _____
Title: <u>President</u>	Title: _____
Date: _____	Date: _____

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment  
as of the date and year first above written.

ASSIGNOR:


Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ASSIGNEE:

Signature:  \_\_\_\_\_

Name: Todd K. Quiring

Title: President

Date: 9-2-14

EXHIBIT A

TRADEMARKS AND PATENTS

Ser. No.	Reg. No.	Mark	Goods/Services
85666314	4367058	XECUTE	INT. CL. 3 SCENT ELIMINATING SHAMPOO FOR USE ASSOCIATED WITH HUNTING AND OUTDOOR RECREATION; SCENT ELIMINATING LAUNDRY DETERGENT FOR USE ASSOCIATED WITH HUNTING AND OUTDOOR RECREATION; SCENT ELIMINATING HAIR CONDITIONER FOR USE ASSOCIATED WITH HUNTING AND OUTDOOR RECREATION; SCENT ELIMINATING SHOWER WASH IN THE NATURE OF LIQUID SOAP FOR USE ASSOCIATED WITH HUNTING AND OUTDOOR RECREATION INT. CL. 28 SCENT ELIMINATING SPRAYS FOR USE DURING HUNTING AND OUTDOOR RECREATION
77422615	3653216	XECUTE SCENT CONTROL	INT. CL. 3 BODY DEODORANTS INT. CL. 5 DEODORANTS FOR CLOTHING OR TEXTILES

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