

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328462

<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>
Walpole Woodworkers, Inc.		01/03/2015	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Walpole Outdoors LLC		
<b>Street Address:</b>	767 East Street		
<b>City:</b>	Walpole		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02081		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1049611	WALPOLE	
<b>Registration Number:</b>	1055802	WALPOLE	
<b>Registration Number:</b>	3567190	WALPOLE WOODWORKERS	
<b>Registration Number:</b>	3567192	WALPOLE WOODWORKERS	
<b>Registration Number:</b>	4408198	WALPOLE OUTDOORS	
<b>Registration Number:</b>	3224697	FREEPORT COLLECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7817199866		
<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>Phone:</b>	781-719-9816		
<b>Email:</b>	smcgarrell@galawpartners.com		
<b>Correspondent Name:</b>	Sarah McGarrell		
<b>Address Line 1:</b>	c/o Gennari Aronson 300 First Ave.		
<b>Address Line 2:</b>	Suite 102		
<b>Address Line 4:</b>	Needham, MASSACHUSETTS 02494		
<b>NAME OF SUBMITTER:</b>	Sarah McGarrell		
<b>SIGNATURE:</b>	/Sarah McGarrell/		
<b>DATE SIGNED:</b>	01/05/2015		

OP \$165.00 1049611

**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT**

THIS AGREEMENT is dated as of January 3rd, 2015.

WHEREAS, WALPOLE WOODWORKERS, INC., a Massachusetts corporation doing business as Walpole Outdoors, Inc. (the "Assignor"), has adopted, acquired, used and is using, in a substantially exclusive and continuous manner the registered trademarks listed on Annex A, attached hereto and made a part hereof, and certain other unregistered trademarks (collectively, the "Trademarks"); and

WHEREAS, WALPOLE OUTDOORS LLC, a Delaware limited liability company ("Assignee"), is desirous of acquiring all right, title and interest in and to said Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns, all of its right, title and interest, whether statutory or at common law, in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks in the United States and all countries throughout the world, and together with the right to sue and collect damages and/or profits for past, present and future infringements of the Trademarks, the intent hereof being to substitute Assignee in the place of Assignor.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, and all similar authorities in other jurisdictions wherever applicable, to record the Trademarks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Agreement.

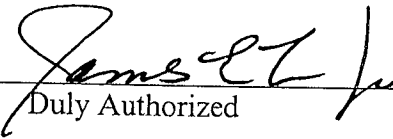
Assignor further agrees to execute such further documents as may be reasonably required to record Assignee as the owner of the Trademarks and registrations and applications herein assigned, solely at the cost of Assignee.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Counterparts of this Agreement (or applicable signature pages hereof) that are manually signed and delivered by facsimile transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

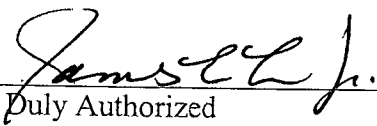
*[Signature page follows.]*

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

WALPOLE WOODWORKERS, INC.  
d/b/a Walpole Outdoors, Inc.

By:   
Duly Authorized

WALPOLE OUTDOORS LLC

By:   
Duly Authorized

**ANNEX A**

**List of Registered Trademarks**

Trademark Name	Filing Date	Serial Number	Registration Date	Registration Number	TM Status	Country
WALPOLE	17-Sep-1975	73063293	5-Oct-1976	1049611	Registered	USA
WALPOLE	25-Sep-1975	73064109	4-Jan-1977	1055802	Registered	USA
WALPOLE WOODWORKERS	16-Jun-2008	77499580	27-Jan-2009	3567190	Registered	USA
WALPOLE WOODWORKERS	16-Jun-2008	77499583	27-Jan-2009	3567192	Registered	USA
WALPOLE OUTDOORS	25-Jun-2012	85660082	24-Sep-2013	4408198	Registered	USA
FREEPOR T COLLECTION	23-Mar-2006	78844493	3-Apr-2007	3224697	Registered	USA