

01/13/2015

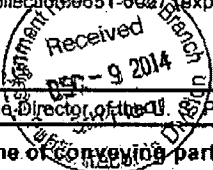
Form PTO-1594 (Rev. 12-11)
OMB Collection 0051-0047 exp. 04/30/2



103670297

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

12/9/14



To the Director of the U.S. Patent and Trademark Office, at the address(es) on the front of this document or the new address(es) below.

1. Name of conveying party(ies):

Sharon A. Mathews

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 28, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wac'em Archery Products, LLC

Street Address: 1200 Getty St

City: Uvalde

State: TX

Country: USA Zip: 78801

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other LLC Citizenship a Texas LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Text

B. Trademark Registration No.(s)

3,168,379

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Wac'em Archery Products, LLC

Internal Address: _____

Street Address: 1510 Avenue M, Suite 101

City: Hondo

State: TX Zip: 78861

Phone Number: 830 741-4141

Docket Number: _____

Email Address: tomr@tomrothe.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

12/09/2014 KRGUYENI 0000041 3168379

Deposit Account Number _____ 40.00 0P

Authorized User Name _____

9. Signature:

Michael T. Smith President

Signature

Nov 7 2014

Date

Michael T. Smith

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Re-103669920 MRD 1-9-15

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into this ___ day of October, 2014, by and between Sharon Mathews ("Assignor") and Wac'em Archery Products, LLC ("Assignee"). Specific provisions and terms of the Agreement are as follows.

RECITALS

WHEREAS, Assignor is the owner of the Trademarked / Word Marked the word or term "Wac'em" with United States Patent and Registration Office, which was assigned Registration Number 3,168,379 (Serial No. 78772763) on or about November 7, 2006 ("Assigned Trademark");

WHEREAS, Assignor has the right to transfer the said Assigned Trademark as defined above;

WHEREAS, Assignee desires to purchase the Assigned Trademark from Assignor and Assignor desires to sell the Assigned Trademark to Assignee;

WHEREAS, Assignor has agreed to irrevocably transfer and assign to Assignee all of its right, title and interest, in, to and under certain trademark and word marks as set forth herein;

WHEREAS, the Parties are desirous that this Agreement set forth in writing the terms and conditions upon which the Trademark Assignment shall be accomplished;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and fully intending to be legally bound, the Parties do hereby agree as follows:

TERMS

1. **Consideration:** Assignor agrees to transfer to Assignee said Assigned Trademark in exchange for the monetary consideration as set forth in the Wac'em Archery Purchase and Sale Agreement executed by the Parties and dated October 24, 2014.

2. **Assignment:** Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers all of its right, title and interest of every kind and character through the world, including all reissues, continuations, divisions in, to and under the said Trademark, to the full extent of its ownership or interest therein, including, without limitations, all rights and causes of action for infringement or misappropriation (past, present or future) of the Assigned Trademark, all rights to apply for or register any of the foregoing, and any and all other rights and interests arising out of, in connection with or in relation to the Assigned Trademark.

3. License: Subject to the terms and conditions set forth in this Agreement, Assignee hereby grants to Assignor, a limited, royalty-free, fully paid-up, worldwide, non-exclusive license, to the Assigned Trademark, to practice, make and use the inventions, ideas and information embodied therein, and to make, use, offer to sell, sell, lease or import products, services, processes, methods and materials embodying or deriving from the inventions, ideas and information from the Assigned Trademarks solely in the conduct of their respective business and any activities derived directly therefrom subsequent to the Closing Date.
4. USPTO Form 1595: At Closing, Parties shall execute USPTO Form 1595 or its equivalent for filing with the United States Patent and Trademark Office.
5. Closing: "Closing" shall mean the closing of Assignee's purchase of the Assigned Trademark from Assignor as contemplated by this Agreement. Such Closing shall take place on or before November 6, 2014 (with the payment of the sales price), unless otherwise agreed by the Parties in writing ("Closing Date").
6. Taxes: Assignor and Assignee agree that this transaction may have tax consequences for both parties. Both hereby agree to recognize this transaction in connection with their individual and corporate taxes and to seek advice from counselors on all issues as appropriate and necessary. Both parties agree to hold the other harmless for any failure to recognize and pay taxes in connection with this Agreement.
7. Default: In the event that Assignee defaults on this Agreement by failing to pay either the cash (or negotiable check) pursuant to this Agreement or by otherwise breaching this Agreement, Assignor may terminate this Agreement and foreclose any interest of Assignee not already paid for. If any legal action is required to enforce the terms of this Agreement, the prevailing party shall be entitled to costs and attorney fees associated therewith.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first above written.

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ASSIGNOR:

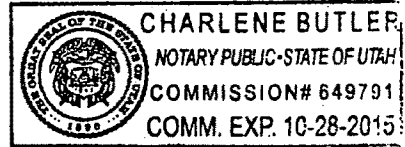
Sharon Mathews
SHARON MATHEWS

STATE OF UTAH)
) :SS
COUNTY OF UTAH)

On the 28 day of October, 2014, personally appeared before me SHARON MATHEWS, the signer of this instrument, who duly acknowledged to me that he executed same.

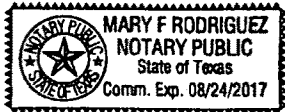
Charlene Butler
Notary Public

ASSIGNEE: WAC'EM ARCHERY PRODUCTS, LLC
BY: Mike Stroff
Mike Stroff, Manager



STATE OF TEXAS)
) :SS
COUNTY OF UVALDE)

On the 25 day of November, 2014, personally appeared before me Mike Stroff, an officer of Wac'em Archery Products, LLC, a Texas limited liability company, the signer of this instrument, who duly acknowledged to me that she executed same.



Mary F Rodriguez
Notary Public