

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richard Patrick Hill		01/22/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Exxel Outdoors, Inc.		
Street Address:	300 American Blvd.		
City:	Haleyville		
State/Country:	ALABAMA		
Postal Code:	35565		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4481890	TICLA	
CORRESPONDENCE DATA			
Fax Number:	2168610740		
<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>			
Phone:	310.442.8865		
Email:	clevelandip@bakerlaw.com		
Correspondent Name:	C. Dennis Loomis, Baker & Hostetler LLP		
Address Line 1:	11601 Wilshire Blvd.		
Address Line 2:	Suite 1400		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	094317-000001		
NAME OF SUBMITTER:	C. Dennis Loomis		
SIGNATURE:	/cdl/		
DATE SIGNED:	02/04/2015		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between RICHARD PATRICK HILL of 8080 Harmony Grove Road, Escondido, California 92029, hereinafter known as "Assignor" and EXXEL OUTDOORS, INC., a Delaware Corporation with corporate offices at 300 American Boulevard, Haleyville, Alabama 35565, hereinafter known as "Assignee".

WHEREAS, Assignor is the owner of all rights in and to the trademark identified as "TICLA" (referred to hereinafter as the "Trademark"), and is the owner of that certain USPTO Registration No. 4,481,890 covering the Trademark in International Classes: 05, 08, 09, 11, 14, 18, 20, 21, 22, registered on February 11, 2014 (hereinafter referred to as the "Registration"); and

WHEREAS, Assignee wishes to acquire the entire right, title, and interest in the Trademark and the Registration in perpetuity;

NOW, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all right, title, and interest, in and to the Trademark and the Registration, including, but not limited to, all rights to renew the Registration, all rights to prepare derivative marks, all goodwill and all other rights.

2. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark and the Registration;
- (c) The Trademark and the Registration are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark or the Registration;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as

may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

4. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: "None".

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Agreement to Perform Necessary Acts. Assignor and Assignee agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the United States and the State of California.

Date: Jan 22, 2015

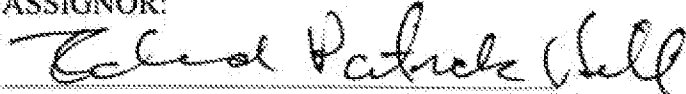
ASSIGNEE:

Exxel Outdoors, Inc., a Delaware Corporation

By: 

Armen Kouleyan, President

ASSIGNOR:



Richard Patrick Hill