

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maison Des Futailles L.P.		04/23/2015	PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	Fire Tail Brands, LLC		
Street Address:	2148 Hawks Landing Drive		
City:	Lake St. Louis		
State/Country:	MISSOURI		
Postal Code:	63367		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4275080	CROSSOVER RUN CARGO XXI	
Registration Number:	4444278	X-ISLE BLACK COVE	
CORRESPONDENCE DATA			
Fax Number:	8607270361		
<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:	860 493-2200		
Email:	schurchill@cbshealaw.com		
Correspondent Name:	Sharon Churchill		
Address Line 1:	100 Pearl Street		
Address Line 2:	Cohn Birnbaum & Shea P.C.		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Sharon Churchill		
SIGNATURE:	/Sharon Churchill/		
DATE SIGNED:	05/08/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "**Assignment**"), dated as of April 23 2015 (the "**Effective Date**"), is entered into in Montreal, Quebec between Maison Des Futailles L.P. ("**MDF**"), a Quebec limited partnership, having offices at 1250 Nobel Street, Suite 275, Boucherville, Québec, J4B 5H1 Canada and Fire Tail Brands, LLC (the "**Assignee**"), a Missouri limited liability company, having offices at 2148 Hawks Landing Drive, Lake St. Louis, MO 63367.

WHEREAS, MDF has used the following registered trademarks: "Crossover Run Cargo XXI and "X-Isle Black Cove" as further described on Schedule A attached hereto (the "**Trademarks**") in connection with its business in the Territory (as defined below) in the ordinary course of its business preceding the Effective Date of this Assignment; and

WHEREAS, the Assignee desires to acquire all of MDF's rights and goodwill in the Trademarks;

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

1. **DEFINITION OF TERRITORY.** For purposes of this Assignment, the term "Territory" shall be defined as the United States.

2. **TRADEMARK ASSIGNMENT.** MDF hereby assigns unto the Assignee all of MDF's right, title and interest in and to the Trademarks within the Territory, together with the goodwill of the business symbolized by the Trademarks, and the registrations of the Trademarks, as of the Effective Date.

3. **GENERAL PROVISIONS.**

3.1 The Assignee has the unconditional right at any time after the Effective Date to renew, sell, license or otherwise dispose of any and all rights in the Trademarks and to retain the entire proceeds thereof for the Assignee's exclusive benefit. The Assignee further has the unconditional right at any time after the Effective Date to demand, sue and recover for any and all acts of dilution or infringement or other rights in the Trademarks, whether such acts of dilution or infringement occurred prior to, at or after the Effective Date. The Assignee shall have the right to retain for its exclusive benefit, any and all recoveries arising from such acts of dilution or infringement.

3.2 MDF represents and warrants that (a) MDF has full power and authority to assign the rights granted herein, (b) MDF owns all rights in the Trademarks necessary to support the conveyances herein, (c) MDF has not previously assigned, transferred or otherwise encumbered the rights granted herein, and (d) to the best of MDF's knowledge, the Trademarks do not infringe any patent, trademark, copyright or any other similar right of any person or entity.

3.3 At any time after the Effective Date, MDF shall execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances and documentation of transfer reasonably requested by the Assignee and necessary for MDF to comply with its representations, warranties, and covenants contained herein.

3.4 This Assignment shall be binding on all successors, assigns and legal representatives of MDF and shall inure to the benefit of the Assignee and its successors, assigns and legal representatives.

4. INDEMNIFICATION.

4.1 The Assignee shall defend, indemnify and hold MDF, its partners, subsidiaries and affiliates and each of their respective officers, directors, shareholders and employees, harmless from and against any third party claims made against any of them (including with respect to claims of non-compliance with regulatory requirements such as non-compliance with federal, state, and local regulations concerning advertising, sales and marketing activities, use of samples and any required permits) arising out of events or circumstances occurring after the Effective Date relating to the Trademarks.

4.2 MDF shall defend, indemnify and hold the Assignee, its partners, subsidiaries and affiliates and each of their respective officers, directors, shareholders and employees, harmless from and against any third party claims made against any of them arising out of: (a) the breach of any representation, warranty or covenant of MDF contained herein; and (b) events or circumstances occurring prior to the Effective Date relating to the Trademarks.



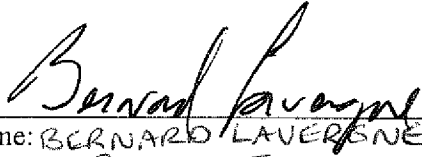
S-1 [TRADEMARK ASSIGNMENT]

SIGNED at the place and on the date first mentioned above.

MAISON DES FUTAILLES L.P., BY
ITS GENERAL PARTNER 4338626
CANADA INC.

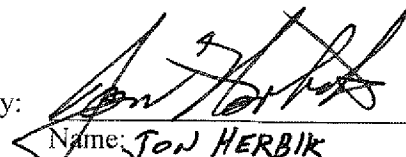
FIRE TAIL BRANDS, LLC

By:



Name: BERNARD LAVERNE
Title: Vice President Finance and Admin.
duly authorized as he/she so declares

By:



Name: JON HERBIG
Title: MANAGING MEMBER
duly authorized as he/she so declares

SCHEDULE A

THE TRADEMARKS

Trademark	Registration number
X-Isle Black Cove (United States)	Registration # 4,275,080
Crossover Run Cargo XXI (United States)	Registration # 4,444,278

