

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900326256		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arnold C Volker		05/31/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Birchwood Casey, LLC		
Street Address:	7887 Fuller Rd		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344-2195		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85842877	SHOOT N SPIN	
Registration Number:	4403121	SHOOT N SPIN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2182209891		
Email:	arnold.volker@nextinnovations.net		
Correspondent Name:	Arnold Volker		
Address Line 1:	26188 Big Pine Dr NW		
Address Line 4:	Pinewood, MINNESOTA 56676		
NAME OF SUBMITTER:	Arnold Volker		
SIGNATURE:	/Arnold Volker/		
DATE SIGNED:	06/05/2015		
Total Attachments: 3			
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EXCLUSIVE MANUFACTURING AND SALES AGREEMENT

This Exclusive Manufacturing and Sales Agreement (“the **Agreement**”), is made and entered into this 14th day of May, 2015 (“the **Effective Date**”), by and between Northern Empire, LLC, a Minnesota Limited Liability Company (“the **Company**”), and its agents and principals, and Birchwood Casey, LLC, a Minnesota Limited Liability Company (“the **Seller**”). This Agreement is being executed along with a “Confidentiality Agreement” between the parties.

RECITALS

The Company desires to appoint Seller as the Company’s exclusive Seller of all shooting targets (“the **Products**”) that have either been developed by Company or have been co-developed by Company and Seller, and Seller desires to appoint Company as its exclusive manufacturer of these products.

AGREEMENT

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Exclusive Manufacturer/Seller.**

1.1 **Appointment as Exclusive Seller and Manufacturer.** The Company hereby grants Seller the exclusive right to purchase the Products for resale to customers worldwide during the term (as defined below). Seller hereby appoints the Company as exclusive manufacturer of the Products.

2. **Term.** The Term of this Agreement will commence on the Effective Date and will continue until May 1, 2025. The Term will be automatically renewed for an additional ten (10) years unless either party sends written notice of its intent not to renew at least ninety (90) days prior to the end of the initial Term.

3. **Shipping.** The Company will deliver the Products in accordance with Seller’s instructions, FOB Walker, Minnesota. The Company will not be responsible for delays or damages during shipment and any carrier will solely be the agent of Seller.

3.1 **Payment Terms.** Seller will pay 50% down at the time of order with the remaining 50% being paid thirty (30) days after shipment. Seller shall be entitled to a 2% discount on the balance if paid within thirty (30) days.

4. **Intellectual Property.** Whereas the Company represents that it owns all rights, title and interest in and to the intellectual property rights relating to the Products previously developed by the Company prior to the involvement with the Seller including but not limited to, the following: (i) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, which arise out of or relate to the products, (ii) rights in trademarks, service marks, trade names, trade

dress and other designators or origin, registered or unregistered, which are owned and maintained by the Company, (iii) rights in copyrightable subject matter or protectable designs, registered or unregistered, that relate to the Products, (iv) all trade secrets and confidential business information of the Company relating to the Products (including without limitation ideas, research and development plans, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals, (v) know-how relating to the concept, and (vi) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise relating to the Products ("Pre-Existing Product Technology").

As of the Effective Date, the Company hereby grants a co-ownership interest in the Pre-Existing Product Technology and any related product technology developed by the Company after involvement with the Seller but before the Effective Date ("Later Developed Product Technology"), to Seller and that, as of the Effective Date, the Pre-Existing Product Technology and the Later Developed Product Technology is and will remain the joint property of Company on the one hand, and of Seller on the other. Company further agrees to execute documents as needed in order to allow Seller to perfect interests in the same.

The parties acknowledge that any intellectual property relating to shooting targets jointly developed in the future ("Future Product Technology") shall be jointly owned. Seller acknowledges that the Company is willing to grant such interest in the Product Technology in exchange for Seller agreeing to enter into and executing this Agreement.

Notwithstanding the joint ownership of the Product Technology, the parties acknowledge and agree that the Company has no ownership right, interest in or claim to any products similar to the Products that Seller has developed, either solely or with other vendors, prior to the Effective Date, or that Seller has sold to customers prior to the Effective Date, or to future products developed by Seller, solely or with other vendors, after the Effective Date.

5. **Sale of Name and Mark for Shoot N Spin.** Notwithstanding section 4 above, The Company and Arnold Volker/Shoot N Spin will sell any and all rights and ownership to the Name and Mark associated with Shoot N Spin (including but not limited to U.S. Trademark Registration Number 4403121), together with the goodwill of the business relating to the Products in respect upon which the Mark are used and for which they are registered, to Seller in consideration of \$5,000 in cash, which Seller agrees to pay to Arnold Volker/Shoot N Spin within 5 business days of receiving this executed agreement. The Company and Arnold Volker/Shoot N Spin agree to execute the documents necessary to transfer ownership of the Mark, as registered with the United States Patent and Trade Office, within 5 days of receipt of the payment from Seller. The transfer of the intellectual property rights related to Shoot N Spin also includes rights to any websites and YouTube videos in the name of Shoot N Spin. Seller agrees to issue a press release relating to the sale and transfer.

6. **General Provisions.** This Agreement shall be governed by and construed in accordance with the laws of the State of MINNESOTA (notwithstanding conflict of laws), and the Parties hereby submit to non-exclusive jurisdiction and venue in the state and federal courts of MINNESOTA for purposes of interpretation, validity, and enforcement of the terms of this Agreement.

Failure to enforce any provisions of this Agreement shall not constitute a waiver of any of the terms and conditions hereof.

No amendment, modification, or waiver of the terms of this Agreement shall be binding unless placed in writing and duly executed by the Parties' authorized representatives.

The parties acknowledge and agree that this agreement will supersede any aspects of any prior agreements between the parties that may be in conflict with the terms herein.

The Parties, through their authorized representatives, hereby agree to the terms and conditions of this Agreement.

COMPANY:

Northern Empire, LLC

Signature: Sherry Bendron

Name: Sherry Bendron

Title: Owner - Secretary

COMPANY:

Shoot N Spin

Signature: Arnold Volker

Name: Arnold Volker

Title: owner

SELLER:

Birchwood Casey, LLC

Signature: Daniel A. Brooks

Name: Daniel A. Brooks

Title: Chief Executive Officer

Dawson Volker

Dawson Volker

CEO Shoot N Spin