

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350497

| | | | |
|-----------------------------------|-------------------------------------|--|------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Avery Outdoors, Inc. | | 07/31/2015 | CORPORATION: TENNESSEE |
| RECEIVING PARTY DATA | | | |
| Name: | Avery Outdoors, LLC | | |
| Street Address: | 1710 Powell St. | | |
| City: | Springdale | | |
| State/Country: | ARKANSAS | | |
| Postal Code: | 72764 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: ARKANSAS | | |
| PROPERTY NUMBERS Total: 30 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76976852 | MIGRATOR | |
| Serial Number: | 78767751 | BUCKBRUSH | |
| Serial Number: | 76393638 | MARSH GRASS | |
| Serial Number: | 78364687 | KILLERWEED | |
| Serial Number: | 78556665 | HOT BUY | |
| Serial Number: | 78624796 | REAL MOTION | |
| Serial Number: | 78653700 | KEEL GRABBER | |
| Serial Number: | 78649570 | TRAC-LOC | |
| Serial Number: | 78642955 | QUICKSNAP | |
| Serial Number: | 77716612 | BUG-OUT KENNEL COVER | |
| Serial Number: | 78687998 | TUFF | |
| Serial Number: | 78673088 | FINISHER | |
| Serial Number: | 78644605 | GAMEHOG | |
| Serial Number: | 78708692 | GROUND FORCE | |
| Serial Number: | 78797356 | TEAM WATER DOG | |
| Serial Number: | 77817886 | KW-1 | |
| Serial Number: | 78885438 | NEOTUB | |
| Serial Number: | 77047935 | ATB | |
| Serial Number: | 78798323 | HEXABUMPER | |

OP \$765.00 76976852

| Property Type | Number | Word Mark |
|----------------|----------|----------------|
| Serial Number: | 78818660 | HARVESTER |
| Serial Number: | 77780739 | GREENBRIER |
| Serial Number: | 75579345 | AVERY |
| Serial Number: | 75811602 | GREENHEAD GEAR |
| Serial Number: | 76058432 | QUICK-FIX |
| Serial Number: | 76223278 | FINISHER BLIND |
| Serial Number: | 76417804 | SNAP-LOCK |
| Serial Number: | 76439565 | FAT BOY |
| Serial Number: | 76491508 | QUICK-SET |
| Serial Number: | 76435391 | POWER HUNTER |
| Serial Number: | 76497786 | NYLAP |

CORRESPONDENCE DATA

Fax Number: 5013751309

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.

Phone: 501-377-0417

Email: kperkins@roselawfirm.com

Correspondent Name: Kathryn Bennett Perkins

Address Line 1: 120 East Fourth Street

Address Line 4: Little Rock, ARKANSAS 72201

| | |
|---------------------------|---------------------------|
| NAME OF SUBMITTER: | Kathryn Bennett Perkins |
| SIGNATURE: | /kathryn bennett perkins/ |
| DATE SIGNED: | 08/05/2015 |

Total Attachments: 8

source=Trademark Assignment Agreement#page1.tif
source=Trademark Assignment Agreement#page2.tif
source=Trademark Assignment Agreement#page3.tif
source=Trademark Assignment Agreement#page4.tif
source=Trademark Assignment Agreement#page5.tif
source=Trademark Assignment Agreement#page6.tif
source=Trademark Assignment Agreement#page7.tif
source=Trademark Assignment Agreement#page8.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of July 31, 2015, is made by **Avery Outdoors, Inc.**, a Tennessee corporation ("**Assignor**"), to and in favor of **Avery Outdoors LLC**, an Arkansas limited liability company (the "**Company**"), in connection with the transfer, sale, assignment and conveyance of certain assets of Assignor to the Company pursuant to that certain Asset Purchase Agreement entered into and executed by and between Assignor and the Company dated as of July 31, 2015 (the "**Purchase Agreement**").

Whereas, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to the Company, among other assets, all intellectual property, including without limitation, certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office ("**USPTO**").

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Company and Assignor agree with and covenant to one another as follows for the purpose of being legally bound hereto:

1. Assignment. For and in consideration of the amounts paid by Company to Assignor pursuant to the Purchase Agreement, Assignor hereby irrevocably sells, grants, conveys, transfers and assigns to the Company all of Assignor's right, title and interest in and to the following (collectively, the "**Assigned Rights**"):

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) without limitation to the generality of the foregoing, the trademarks, trademark registrations, and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(c) registrations of all websites and internet domain names set forth on Schedule 2 hereto, whether or not incorporating Assignor's trademarks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority (these together with other intellectual property described in Paragraph 1 (a), (b) and (c) are defined as the "**Assigned Trademarks**");

(d) without limitation to the generality of the foregoing, the marks set forth on Schedule 3 ("**Marks**") hereto;

(e) the goodwill of the business connected with the use of, and symbolized by, any of the Assigned Trademarks or Marks;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(g) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world;

(h) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(i) the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Assigned Trademarks or Marks, and including any priority right that may have arisen from Assignor's use of the Assigned Trademarks or Marks and/or prior ownership of the registration for such Assigned Trademarks or Marks.

2. Recordation and Further Actions Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by the Company. Assignor shall execute any and all documents and take all other further actions as reasonably requested by the Company to effectuate transfers contemplated by this Trademark Assignment including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with the Company and with the Company's reasonable instructions in order to effectuate the transfer of Assignor's website and domain name registrations, including those set forth on Schedule 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

In the event that the Company is unable for any reason whatsoever to secure Assignor's signatures to any document it is entitled to under this paragraph, Assignor hereby irrevocably and unconditionally designates and appoints the Company and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Company.

3. Representations and Warranties. Assignor represents and warrants:

- (a) that Assignor has the full right, to convey the entire right, title and interest assigned herein to the Assigned Rights and that Assignor will not take any action, use any trademark or domain name, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein;
- (b) that the trademarks identified in **Schedule 1** have been duly registered with the U.S. Patent and Trademark Office and the filings necessary to maintain the registration of the trademarks identified in **Schedule 1** are current and not abandoned;

(c) To Seller's knowledge (as defined in the Purchase Agreement), except for possible infringement by Mojo Outdoors of the Quick-Set mark, there is no person or entity infringing the Assigned Trademarks.

4. Warranty Disclaimer. Except as expressly stated herein and in the Purchase Agreement, Assignor makes no warranties, express or implied, to any person or entity with respect to the Assigned Trademarks, Marks, or any related materials provided hereunder, all of which are provided "as is," and disclaims all implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, title and non-infringement.

5. Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants and agreements and indemnities contained therein are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants and shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. General.

(a) Entire Agreement. This Trademark Assignment, together with the Purchase Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

(e) Severability. Each provision of this Trademark Assignment is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Trademark Assignment.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and the Company have duly executed and delivered this Trademark Assignment as of the date first above written.

AVERY OUTDOORS, INC.

By: [Signature]
Name: John L. Ryder
Title: Receiver

ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Shelby

On this 31st day of July, 2015, before me, a notary public, personally appeared the within named John L. Ryder, to me personally well known, who stated that he was the Receiver of Avery Outdoors, Inc., a corporation and was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

[Signature]
Notary Public

Printed Name: Joel D. Williams



My Commission

IN WITNESS WHEREOF, Assignor and Company have duly executed and delivered this Trademark Assignment as of the Effective Date.

EVERY OUTDOORS LLC

By: Banded Holdings Inc., its Sole Member

By: *[Signature]*
Chuck Browning, Chief
Executive Officer

ACKNOWLEDGMENT

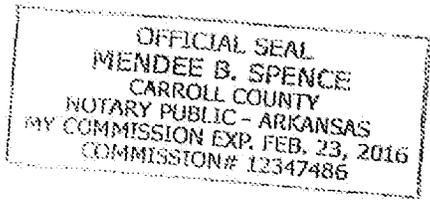
STATE OF ARKANSAS)
)
COUNTY OF Washington)

On this 31st day of July, 2015, before me, a notary public, personally appeared the within named **Chuck Browning**, to me personally well known, who stated that he was the **Chief Executive Officer** of **Banded Holdings Inc.**, the sole member of **Avery Outdoors LLC**, an Arkansas limited liability company and was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Mendee B Spence
Notary Public

Printed Name: Mendee B Spence

My Commission Expires: 2-23-16



Schedule 1

TRADEMARKS, TRADEMARK REGISTRATIONS, AND TRADEMARK APPLICATIONS

| Title | Serial Number | Registration Number | Registration Date |
|-------------------|----------------------|----------------------------|--------------------------|
| Migrator | 76976852 | 2882779 | September 7, 2004 |
| Buckbrush | 78767751 | 3581730 | February 24, 2009 |
| Marsh Grass | 76393638 | 2938569 | April 5, 2005 |
| KillerWeed | 78364687 | 3005058 | October 4, 2005 |
| Hot Buy | 78556665 | 3073147 | March 28, 2006 |
| Real Motion | 78624796 | 3085283 | April 25, 2006 |
| Keel Grabber | 78653700 | 3095698 | May 23, 2006 |
| Trac-Loc | 78649570 | 3095615 | May 23, 2006 |
| Quick Snap | 78642955 | 3109151 | June 27, 2006 |
| Bug-Out Kennel | | | |
| Cover | 77716612 | 3804465 | June 15, 2010 |
| Tuff | 78687998 | 3120441 | July 25, 2006 |
| Finisher | 78673088 | 3120071 | July 25, 2006 |
| Gamehog | 78644605 | 3141486 | September 12, 2006 |
| Ground Force | 78708692 | 3175582 | November 21, 2006 |
| Team Waterdog | 78797356 | 3180753 | December 5, 2006 |
| KW1 | 77817886 | 3891902 | December 21, 2010 |
| NeoTub | 78885438 | 3217805 | March 13, 2007 |
| ATB | 77047935 | 3307990 | October 9, 2007 |
| HexaBumper | 78798323 | 3370554 | January 15, 2008 |
| Harvester | 78818660 | 3383109 | February 12, 2008 |
| Greenbrier | 77780739 | 4354232 | June 18, 2013 |
| Avery | 75579345 | 2365823 | July 11, 2000 |
| Greenhead Gear #1 | 75811602 | 2436580 | March 20, 2001 |
| Quick-Fix | 76058432 | 2541634 | February 19, 2002 |
| Finisher Blind | 76223278 | 2737921 | July 15, 2003 |
| Snap-Lock | 76417804 | 2792582 | December 9, 2003 |
| Fat Boy | 76439565 | 2795903 | December 16, 2003 |
| Quick-Set | 76491508 | 2797381 | December 23, 2003 |
| Power Hunter | 76435391 | 2813880 | February 10, 2004 |
| Nylap | 76497786 | 2822668 | March 16, 2004 |

Schedule 2

ASSIGNED WEBSITE AND DOMAIN NAMES

Domain Names

Averyoutdoors.com

Greenheadgear.com

Averysportingdog.com

Schedule 3

MARKS

| Title | Serial Number | Registration Number |
|--|----------------------|----------------------------|
| 60/40 | 78821780 | |
| Avery Outdoors TV | 78759023 | |
| Base | 78757404 | |
| Beaver Dam | | |
| Bullet Bottle | 78642927 | |
| DIY Call Lanyards | 78649510 | 3185883 |
| Finisher (#2) | 75982622 | |
| Finisher (#3) | 76266118 | |
| Flooded Timber | 76393640 | |
| Front Line | 78708688 | |
| Greenhead Gear (#2) | 76127572 | 2854192 |
| Greenhead Gear TV | 78759435 | |
| Ground Pounder | 78592064 | |
| Ground Storm | 78724919 | |
| Ground Zero | 76428160 | |
| Marsh Seat | 77684767 | |
| Migrator (cases/bags) | 76321208 | |
| Realgrass | 76393639 | |
| Rice Field | 76380949 | |
| Set-Up | | |
| Slough | 78767737 | |
| Strike Force | 78708684 | |
| Team Waterfowl | 77017119 | 3380075 |
| Techtron | 76111499 | |
| Tuck-It | 77780589 | |
| U.S. Open Goose Calling Championship | 76311223 | |
| Willow Brake | 77017132 | |
| World Championship Goose Calling Contest | 76311224 | |