

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367162

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sierra Designs Acquisition Company, LLC		12/08/2015	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Exxel Outdoors, LLC		
<b>Street Address:</b>	300 American Boulevard		
<b>City:</b>	Haleyville		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35565		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1034882	60/40 PARKA	
<b>Registration Number:</b>	1083585	SINCE 1986 THE ORIGINAL 60/40 PARKA SIER	
<b>Registration Number:</b>	1086407	SIERRA DESIGNS	
<b>Serial Number:</b>	85580218	DRIDOWN	
<b>Serial Number:</b>	85580230	DRIDOWN	
<b>Serial Number:</b>	85580247	DRIDOWN	
<b>Serial Number:</b>	85581342	DRIDOWN	
<b>Serial Number:</b>	85581382	DRIDOWN	
<b>Serial Number:</b>	85581415	DRIDOWN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105819795		
<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>			
<b>Phone:</b>	310 201-0293		
<b>Email:</b>	jpklaw@earthlink.net		
<b>Correspondent Name:</b>	John Kenosian		
<b>Address Line 1:</b>	2633 Lincoln Boulevard #614		
<b>Address Line 4:</b>	Santa Monica, CALIFORNIA 90405		
<b>NAME OF SUBMITTER:</b>	John P Kenosian		

OP \$240.00 1034882

<b>SIGNATURE:</b>	/John P Kenosian/
<b>DATE SIGNED:</b>	12/28/2015
<b>Total Attachments: 6</b> source=DOC121615-12162015132444#page1.tif source=DOC121615-12162015132444#page2.tif source=DOC121615-12162015132444#page3.tif source=DOC121615-12162015132444#page4.tif source=DOC121615-12162015132444#page5.tif source=DOC121615-12162015132444#page6.tif	

## TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between SIERRA DESIGNS ACQUISITION COMPANY, LLC, a Delaware Limited Liability Company with offices at 600 Kellwood Parkway, Chesterfield, Missouri 63017, hereinafter known as "Assignor" and EXXEL OUTDOORS, LLC, a Delaware Limited Liability Company with offices at 300 American Boulevard, Haleyville, Alabama 35565, hereinafter known as "Assignee".

WHEREAS, Assignor is the owner of the following registered trademarks identified as follows:

“60/40 PARKA” -USPTO Registration No. 1,034,882, Registered on March 2, 1976, International Class 25;

“SINCE 1986 THE ORIGINAL 60/40 PARKA SIERRA DESIGNS (and design)” – USPTO Registration No. 1,083,585, Registered on January 24, 1978, International Class 25;

“SIERRA DESIGNS” – USPTO Registration No. 1,086,407, Registered on February 28, 1978, International Class 18; and all hereinafter referred to as the “Trademarks.”

WHEREAS, Assignor is the applicant of the following trademark applications now pending before the USPTO and identified as follows:

“DRIDOWN” – USPTO Serial No. 85/580,218, filed on March 26, 2012, International Class 20;

“DRIDOWN” – USPTO Serial No. 85/580,247, filed on March 26, 2012, International Class 22;

“DRIDOWN” – USPTO Serial No. 85/580,230, filed on March 26, 2012, International Class 25;

“DRIDOWN (and design)” – USPTO Serial No. 85/581,342 filed on March 27, 2012, International Class 20;

“DRIDOWN (and design)” – USPTO Serial No. 85/581,382 filed on March 27, 2012, International Class 25;

“DRIDOWN (and design)” – USPTO Serial No. 85/581,415 filed on March 27, 2012, International Class 22; and all hereinafter referred to as the “Trademark Applications.”

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks and Trademark Applications in perpetuity;

NOW, for a valuable consideration which the parties hereto, hereby acknowledge, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks and the Trademark Applications.

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 Trademark Applications;
- (c) The Trademarks and Trademark Applications are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademarks and Trademark Applications do 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 Trademarks and Trademark Applications;
- (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.

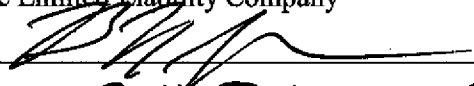
8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the United States and the State of California.

Date: 12/8/2015

ASSIGNOR:

SIERRA DESIGNS ACQUISITION COMPANY, LLC,

a Delaware Limited Liability Company

By 

Name and Title: Brett Jordan CEO

ASSIGNEE:

EXXEL OUTDOORS, LLC,

a Delaware Limited Liability Company

By 

Armen Kouleyan, President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

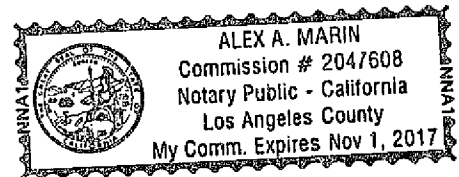
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Los Angeles )

On 12/08/2015 before me, Alex A. Marin, the undersigned, a Notary Public in and for said State, personally appeared Brett Jordan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Alex A. Marin* (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Los Angeles )

On 12/08/2015 before me, Alex A. Marin, the undersigned, a Notary Public in and for said State, personally appeared Armen Kouleyan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

