

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM369918

<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>
Handy Throttle Incorporated		01/07/2016	CORPORATION: ARKANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kolpin Outdoors, Inc.		
<b>Street Address:</b>	2100 Highway 55		
<b>City:</b>	Medina		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55340		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3376538	HANDY THROTTLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123329081		
<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>	612.332.5300		
<b>Email:</b>	lstrom@merchantgould.com		
<b>Correspondent Name:</b>	Merchant & Gould P.C.		
<b>Address Line 1:</b>	PO Box 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-0910		
<b>ATTORNEY DOCKET NUMBER:</b>	4621.28US01		
<b>NAME OF SUBMITTER:</b>	Andrew S. Ehard		
<b>SIGNATURE:</b>	/Andrew S. Ehard/		
<b>DATE SIGNED:</b>	01/21/2016		
<b>Total Attachments: 3</b>			
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OP \$40.00 3376538

## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 7, 2016, by and between Handy Throttle Incorporated, an Arkansas corporation ("Seller") and Kolpin Outdoors, Inc., a Wisconsin corporation ("Buyer"), with respect to Buyer's purchase of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated of even date hereof, by and among Seller, Buyer, Jeff Marvin and Mary L. Marvin (the "Agreement"), and by which Seller and Buyer, for good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), hereby agree as follows:

1. Assignment of Assets. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, and Buyer hereby acquires from Seller, free and clear of all liens and encumbrances, all right, title and interest of Seller in and to the Intellectual Property listed in Appendix A hereto, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection with such Intellectual Property and all claims for damages by reason of past, present, or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.

2. Effective Date. This Assignment is effective as of the Closing.

3. No Representations and Warranties or Indemnification Obligations in this Assignment. This Assignment, being further documentation of the sales, conveyances, assignments and transfers provided for in the Agreement, does not limit or expand the rights or obligations therein provided. No representations and warranties, or indemnification agreements with respect thereto, are made in this Assignment but instead are expressly disclaimed, it being understood and agreed that all of the rights of Buyer vis-a-vis Seller with respect to the Intellectual Property transferred hereby are governed by the Agreement.

4. Miscellaneous Provisions.

(a) Capitalized Terms. All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

(b) Successors in Interest. This Assignment shall be binding upon the parties and their successors and assigns and shall inure to the benefit of the parties and their permitted successors and assigns. Upon the designation of a successor or assign of a party, then references to such party shall also be references to such successor or assign.

*[Signature Page Follows]*

DULY EXECUTED and delivered by Seller as of the date set forth above.

SELLER:

HANDY THROTTLE INCORPORATED

By: Mary L. Marvin  
Name: Mary L. Marvin  
Title: President

STATE OF:  
COUNTY OF:

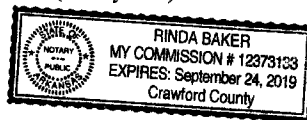
On 1-7-16 before me, Rinda Baker (the undersigned notary), personally appeared Mary L. Marvin personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Rinda Baker  
Notary Public

My commission expires: 9-24-19

(Notary Seal)



[Signature Page to Trademark Assignment]

## **APPENDIX A**

### **Trademarks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Filed</b>	<b>Issued</b>	<b>Jurisdiction</b>
HANDY THROTTLE	3,376,538	3/6/2006	1/29/2008	U.S.